CITY OF LAREDO
CITY COUNCIL MEETING
A-2015-R-04
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
MARCH 16, 2015
5:30 P.M.

DISABILITY ACCESS STATEMENT

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of February 17, 2015, February 23, 2015 and March 9, 2015.

V. COMMUNICATIONS AND RECOGNITIONS

Communiqués

a. Presentation on the Carrera Internacional Run Together, Be XperFit to be held on March 22, 2015.

b. The presentation and acceptance of a $50,623.00 check by AEP Texas representatives to the City of Laredo. This check is for incentives earned by the City in collaboration with AEP Texas CitySmart Program. This program helps municipalities with saving energy and money by providing non-cost facility recommendations.

c. Status report by CY Benavides and City staff on the implementation of the Plastic Bag Ordinance, effective April 30, 2015, including the events held for bag distribution.

Citizen comments

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

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Appointment by Mayor Pete Saenz of Council Member Roque Vela, Jr., to the Laredo's Homeless Assistance Committee.

b. Appointment by Mayor Pete Saenz of Antonio Medina to the Technical Review Board Ad Hoc Committee.

c. Appointment by Mayor Pete Saenz of Elizabeth Murillo Tueme to the Laredo Commission for Women.

d. Appointment by Mayor Pete Saenz of John Puig to the Third Party Funding Advisory Committee.

e. Appointment by Council Member Juan Narvaez of Attorney Jose Luis Castillo to the Charter Review Commission.

f. Appointment by Council Member Charlie San Miguel of Andy Gonzalez to the Board of Adjustment.

g. Appointment by Council Member Rudy Gonzalez, Jr., of Tracy Montemayor to the

Laredo Commission for Women.

h. Appointment by Council Member Rudy Gonzalez, Jr., of Clema Owen to the Convention & Visitors Bureau Advisory Committee.

VII. PUBLIC HEARINGS

1. **Public hearing** allowing interested persons to comment on the proposed amendment to the City of Laredo's 2014 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling $892,075.00. It is proposed that the funds be utilized to fund the construction of a soft surface track at De Llano Park, $125,000.00; rehabilitation of the Santo Niño Community Center, $350,000.00; District V Median Beautification Phase III, $63,977.00; and the acquisition, design, and construction of a neighborhood park in the San Francisco neighborhood $353,098.00. It is further proposed that the newly created projects be funded through the use of fund balances and canceled projects identified below:

CDBG FUND BALANCES TO BE REPROGRAMMED
33rd, 34th, 35th, 36th, 37th, 39th, and 40th Action Years

Sidewalks District V Project 37	$3,660
Eistetter Facility Expansion	$4,893
Chacon Creek Acquisition	$67,843
Sidewalks District V Project 43	$112,874
Taylor Park Parking	$653
Eistetter Park Court Shade	$4,480
Sidewalks District V Project 57	$62,417
Cigarroa Park Area Improvements	$82,157
Total Fund Balances	**$338,977**

PROJECTS TO BE CANCELED

Cigarroa Splash Park	$200,000
Plaza Theater Acquisition (Repayment)	$353,098
Total	**$553,098**

(Approved by Finance & Operations Committees)

2. **Public hearing and introductory ordinance** authorizing the City Manager to amend the FY 2014-2015 Department of Community Development Budget by increasing revenues and expenditures in the amount of $353,098.00 in order to appropriate Community Development Block Grant (CDBG) funds available due to a repayment to the U.S. Department of Housing and Urban Development for the cancelation of the Plaza Theater Acquisition project funded with CDBG Funds. **(Approved by Finance & Operations Committees)**

3. **Public hearing and introductory ordinance** amending the City of Laredo's FY 2015 Sports and Community Venue Fund budget by appropriating a drawdown from fund balance in the amount of $525,000.00 for partial payment to Laredo Baseball Holding, Inc. ("LBH") for the leasing and operations of the ballpark. Funding is available in the Sports and Community Venue Fund. **(Approved by Finance & Operations Committees)**

4. **Public hearing and introductory ordinance** amending the City of Laredo's FY 2015 Hotel Motel budget by appropriating expenditures from a draw down of $220,000.00 from the Hotel Motel opening balance to increase the funding transferred out to the Laredo Convention & Visitors Bureau in the amount of $200,000.00 for marketing the Lemurs and/or other events at the stadium and $20,000.00 for the Texas Historical Commission tourism product development start-up costs. Furthermore, amending the FY 2015 Laredo Convention & Visitors Bureau operating budget by appropriating revenues and expenditures in the amount of $220,000.00, which are being funded by the Hotel Motel Fund. **(Approved by Finance & Operations Committees)**

5. **Public hearing and introductory ordinance** amending Ordinance 2006-O-019 of the City of Laredo authorizing a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; providing for publication and effective date.

   Staff is in support of the application and the Planning and Zoning Commission recommends approval of the amendment to the Conditional Use Permit. District IV

6. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the West 2/3 of Lot 8, Block 876, Eastern Division, located at 2701 N. Meadow Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

   Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District IV

7. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

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

8. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 1 and 3, Block 367, Western Division, located at 1802 Santa Ursula Avenue; providing for publication and effective date.

   Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VIII

9. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 364, Eastern Division, located at 3003 Springfield Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

   Staff does not support the application and the Planning and Zoning Commission recommends denial of the zone change. District IV

10. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3A, Block 1, Encino Plaza Unit 2A, located at 1211 Del Mar Boulevard, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

    Staff does not support the application and Planning and Zoning Commission recommends approval of the zone change. District V

11. **Public hearing and introductory ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 2, Martinez Business Park Subdivision Unit I, located at 6703 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

    Staff does not support the application and the Planning and Zoning Commission recommends approval of the zone change. District VI

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

12. Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

    1. Lease term is for one (1) year commencing April 1, 2015 and ending on March 31, 2016.

    2. Monthly rent will be $3,090.00 for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

    3. The lease may be terminated by either party with a thirty (30) day written notice. **(Approved by Finance & Operations Committees)**

13. Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo, Specifically, adding Section 19-364(15) which establishes the North and South side of San Lorenzo Drive, as a "No Parking/Tow-Away" Zone, from FM1472 to approximately 500 feet East of FM1472, within city limits of Laredo; providing for severability, effective date and publication. **(Approved by Operations Committee)**

IX. FINAL READING OF ORDINANCES

14.

2015-O-023 Authorizing the City Manager to amend the 2015 Transit Capital Budget by increasing revenues and expenses in the amount of $40,393.00 in order to appropriate transit improvements approved in FTA Grant TX-90-Y124-00.

2015-O-024 Amending the City of Laredo Code of Ordinances by deleting all existing sections of Chapter 20 entitled "Municipal Court" and replacing with new sections; establishing regulations for the enforcement of the Municipal Code of Ordinances and other applicable codes and laws; establishing rules and procedures for the operation of the municipal court and setting the salary of the presiding Municipal Court Judge; providing authorization to collect civil fines and impose court costs and fees; providing authority to designated code enforcement officers, inspectors, animal control officers or licensed peace officers of the city to issue citations for the enforcement of the code of ordinances and other laws provided herein; providing authority for the issuance of inspection and abatement warrants incidental to the enforcement of any provision of the city code; providing a repealing clause providing a severability clause; providing a penalty clause; providing for publication; and declaring an effective date. **(AS AMENDED)**

2015-O-025 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 8, Block 4, Moreno Addition, located at 1819 N. Diaz Avenue, from R-1 (Single-Family Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

2015-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1207, Eastern Division, located at 2119 Piedra China Street, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District); providing for publication and effective date.

2015-O-027 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit and Drilling Permit for Oil and/or Gas Extraction and Production on 1.38 acres, as further described by metes and bounds in attached Exhibit "A", located at 2715 E. Del Mar Boulevard; providing for publication and effective date.

2015-O-028 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.98 acres, as further described by metes and bounds in attached Exhibit "A", located at southeast of a private road (Phelps Road) and 300 feet northeast of FM 1472 (Mines Road), from AG (Agricultural District) to M-1 (Light Manufacturing District); providing for

publication and effective date.

2015-O-029 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a bus terminal on Lot 2 and Lot 3 and the west 3/4 of Lot 4, Block 120, Western Division, located at 814 Houston Street; providing for publication and effective date.

2015-O-030 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for used furniture sales on Lots 7 and 8, Block 873, Eastern Division, located at 1602 East Frost Street; providing for publication and effective date.

2015-O-031 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119, Block 8, Del Mar Hills, Section 1, Area “A”, located at 4 Fenwick Drive, from R-1 (Single Family Residential District) to R-O (Residential / Office District); providing for publication and effective date.

2015-O-032 Authorizing the City Manager to execute a First Amendment to Ground Lease (“Lease”) by an between the City of Laredo, a municipal corporation (“Landlord”), and San Antonio MTA, L.P. d/b/a Verizon Wireless (“Tenant”) dated October 21, 2002 and attached hereto; to allow Landlord to increase Tenant’s ground space as described in Exhibit “B” of Lease for additional ground space for a generator as described in Exhibit “B-1,” therefore replacing Exhibit “B” with Exhibit “B-1;” and to increase Tenant’s rent by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; all other terms and conditions remain in full force and effect.

2015-O-033 Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, Section 19-364, restricted parking areas, of the Code of Ordinances, City of Laredo: specifically adding Sub-Section 19-364 (14) which establishes the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, as a "NO Parking Anytime/Tow Away Zone", providing for severability, effective date and publication.

2015-O-034 Designating as a one-way westbound, the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, during the peak school hours of 7:15 A.M. to 8:15 A.M. and 2:30 P.M. to 4:15 P.M., Monday thru Friday, during school days, providing for the installation of appropriate signs to indicate one-way traffic and providing for publication and effective date. **(AS AMENDED)**

2015-O-035 Authorizing the City Manager to execute a Lease Agreement with M & M Air Cargo and Delivery Service, Inc., as LESSEE for approximately 6,017 square feet constituting Section 1 and 2,646 square feet constituting Section 2 of Building No. 170 located at 5103 Maher Avenue at the Laredo International Airport. The term is for two (2) years and six (6) months effective January 1, 2015 and ending on June 30, 2017. For the first six (6) months, the initial monthly rent shall be $2,500.44. Effective July 1, 2015 the monthly rental shall increase to three thousand one hundred twenty five dollars ($3,125.00) as per Fair Market Rent Appraisal; providing for annual CPI rent adjustments; and providing for an effective date.

X. RESOLUTIONS

15. **2015-R-25** Canvassing the returns of the Special City Election held on Saturday, March 7, 2015; ordering and to fill a vacancy for Council Member for District VII; approving the results and ordering a Special Runoff Election; designating a runoff date; designating polling places; providing for publication; and authorizing the City Manager to enter into a contract with Webb County Elections Administrator for the purpose of conducting the election.

16. **2015-R-26** Authorizing fee waivers and a tax abatement agreement between the City of Laredo and Laredo Federal Credit Union for the rehabilitation and expansion of commercial property located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The proposed Commercial Property eligible for rehabilitation includes rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. in the total amount of $218,099.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,389.29 and estimated total fee waiver of $1,552.49 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

17. **2015-R-27** Accepting the donation of a tract of land, being Lot No. one (1), Block No. one hundred ninety-three (193), Western Division of the City of Laredo (802 Washington St.), donated by Tem-Kil Co., Inc., and Ms. Lucille DeWitt, President.

XI. MOTIONS

18. Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of February 2015, represent a decrease of $126,141.62. These adjustments are determined by the Webb County Appraisal District and by court orders.

19. Consideration to award contract FY15-013 to MGT of America Inc., (MGT), Austin, Texas (final negotiated amount will be announced at the City Council Meeting), for Personnel Classification and Compensation Review Services. This Personnel Classification and Compensation Review Project includes: Developing an equitable compensation program, pay grade assignments for all positions (except Police and Fire Civil Service), updating job descriptions as needed, benefits package market survey, implementation strategies and phase in options for recommendations, cost to implement study recommendations, detailed documentation of methodology and results, guidelines for ongoing compensation administration. Funding for this contract is available in various city departmental budgets.

XII. CONSENT AGENDA

Resolutions and Motions previously brought before Operations and Finance Committees may be approved by City Council categorically *EN BLOC*. At Council's request, specific items may be withheld from the consent agenda for individual treatment.

XII (a) RESOLUTIONS

20. **2015-R-14** Authorizing the City Manager to execute a license agreement between the City of Laredo and the United States General Services Administration (GSA) for the purpose of the construction, operation and maintenance of security enhancements and temporary structures (improvements) on a portion of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE). The improvements are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic and to improve port security. The term of the agreement is effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each.

21. **2015-R-17** Authorizing the City Manager to accept a grant in the amount of $124,275.11 from the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2015 Local Border Security Program (LBSP) for the period of February 1, 2015 through August 31, 2015. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

22. **2015-R-24** Authorizing fee waivers and a tax abatement agreement between the City of Laredo and South Laredo Holdings, L.L.C., for the rehabilitation and new construction of residential property located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The proposed Residential Property eligible for rehabilitation and new construction includes rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear in the total amount of $17,769.95 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $113.19 and estimated total fee waiver of $459.00 on new improvements for the purpose of Economic Development. Guidelines and criteria for the agreement are set forth in the attached agreement and information. **(AS AMENDED)**

XII (b) MOTIONS

23. Authorizing the City Manager, in support of the City of Laredo International Airport Noise Compatibility Program, to award a contract for Sound Insulation Services, to Northeast Noise Abatement Corporation of Warwick Rhode Island, in the amount of $432,000.00, as the lowest qualified bidder for the sound insulation of two (2) homes and eight (8) apartment buildings consisting of thirty-nine (39) individual units (Phase 9). Funding is available in the Airport Construction Fund-FAA Grant No. 72.

24. Authorizing the City Manager to execute a contract with Park Place Recreation Designs, Inc., for the design and construction of a basketball court shade structure for Slaughter Park in the amount of $206,267.00. This purchase is through the Buy Board Cooperative Purchasing Program Pricing. Funding is available in the Community Development Block Grant 40th Action Year.

25. Directing staff to prepare a service plan for the voluntary annexation of six (6) tracts of land totaling 2,162.5829 acres, more or less, as follows:

Tract 1: Majestic Realty Tract – 1,992.92 acres, more or less, located east of Unitec Industrial Park.

Tract 2: 4V Holdings Tract – 83.4979 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 3: Calk Tract - 39.52 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 4: Union Pacific Tract – 29.435 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 5: Port Drive R.O.W. Extension Tract - 7.753 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 6: Laredo Town Center Tract – 9.457 acres, more or less, east of Loop 20 and north of El Ranchito Road (RR 6078A).

Being a total annexation of approximately 2,162.5829 acres, more or less, as further described on attachment "A", in accordance with Section 43.052 of the Texas Local Government Code.

26. Authorizing the City Manager to donate two (2) surplus X2 Model Segways Transportation Systems to the Webb County Constable's Office, Precinct 4. The Segways will be used for law enforcement purposes to patrol the North Central Park and Bartlett Soccer Complex. The City of Laredo Police Department donates these Segways Transportation Systems as is and does not assume any liability associated with their use after they have been transferred. The Segways were purchased from the 2007 C.O. and will be disposed according to the City of Laredo's Asset Disposition Policy.

27. Consideration to authorize a purchase contract with RZ Communications for the purchase of twenty one (21) Mobile Computer Terminals (MCT'S), through contract No. DIR-TSO-2520 in the amount of $140,215.53 for replacement in patrol vehicles. Funding is available in the Police Department Trust Fund.

28. Consideration to authorize the purchase of eight (8) vehicles from Silsbee Ford, Silsbee, Texas in the amount of $270,089.76. The purchase of these vehicles shall be made utilizing the BuyBoard Cooperative Purchasing Program. Funding is available in the 2014 Operation Stonegarden Grant Fund.

29. Consideration to authorize a purchase contract with the sole source provider, Utility Associates, Inc., in the amount of $51,960.00 for the purchase of eight (8) digital video camera systems for the new Police Department patrol vehicles. Funding is available in the 2014 Operation Stonegarden Grant.

30. Consideration to authorize a purchase contract with RZ Communications, the only authorized dealer for the acquisition of Mobileye Vehicle Detection System and Zebra Mobile Printers, and the purchase of Mobile Computer Terminals (MCT'S) through contract No. DIR-TSO-2520 for the eight (8) new Police Department patrol vehicles in the amount of $68,605.88. Funding is available in the 2014 Operation Stonegarden Grant and the Police Department Trust Fund.

31. Consideration to award a software maintenance contract to the sole source provider, HTE Sungard, in the amount of $314,676.79. This maintenance contract provides customer support and service for the HTE OSSI computer software system utilized by the Police and Fire Departments. The term of the contract is for twelve (12) months ending on December 31, 2015. Funding is available in the Police and Fire Department Annual Budgets.

32. Consideration for approval of award of construction contract to the lowest bidder, Vision Construction Company, Laredo, Texas, in the amount of $1,199,623.40 for the World Trade International Bridge Port of Entry Hazardous Material Containment Facility with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for November, 2015. Funding is available in the Bridge Construction Fund.

33. Consideration for approval to reject the bids received for the CDBG Farias Recreational Area Improvements since the bids were over the budget allotted and authorization to construct the project in-house by the Department of Public Works and Parks and Leisure Department. Funding is available in the CDBG 39th Action Year/2013 Grant.

34. Consideration for approval of the Upper Zacate Creek Soccer Complex as complete, release of retainage and approval of final payment in the amount of $26,075.39 to AZAR Services, L.L.C., Laredo, Texas. Final construction contract amount is $521,507.70. Funding is available in the Environmental Services Fund, 2006 C.O., 2007 C.O., 2008 C.O., and the 2010 C.O.

35. Consideration for approval of change order No. 2 an increase of $234,478.25 to the construction contract with Reim Construction Co., Inc., Mission, Texas, for the City Streets Connections – Cielito Lindo Ave. (CSJ: 0922-33-133), Los Presidentes Blvd. (CSJ: 0922-33-134) and Lomas Del Sur (Southgate Blvd.) (CSJ: 0922-33-135) for storm drainage enhancements to upgrade the existing drainage culvert design along Lomas Del Sur East of Ejido and to add forty (40) working days to the construction contract time. Current construction contract amount with this change order is $5,315,009.50. Completion date for the project is scheduled for May 2015. Funding is available in the Environmental Services 2012 C.O.

36. Consideration for approval of award of construction contract to the lowest qualified bidder, Capital Construction Company, L.L.C., Laredo, Texas, in the amount of $28,790.00 for the New Canopies at El Metro Maintenance Facility located at 401 Scott with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2015. Funding is available in the Transit Capital Grants Fund – FTA Grant TX-03-0274.

37. Consideration to renew the existing annual contract FY14-043 to Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as needed basis. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

38. Consideration to award contract FY15-019 to the low bidder, Texas Land Reclamation, L.L.C., DBA: UTW Tire Collection Services, Laredo, Texas, in an annual amount up to $86,400.00 for the removal and disposal of used tires for the City's Solid Waste Services Department. Staff estimates that 1,800 tons of used tires will be disposed of in a two (2) year period. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. All services will be secured on an as needed basis. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no

funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funding is available in the Solid Waste Services Budget.

39. Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts to purchase computers, computer hardware, computer software, telecommunications and other goods and services offered through DIR Cooperative Purchase contracts. The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved State contracts. Funding for Cooperative Purchase contracts and services are available in the respective departmental budgets.

40. Consideration to renew the existing annual contract FY13-026 to Austin Wood Recycling, Cedar Park, Texas in an amount up to $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. All services will be secured on an as needed basis. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Solid Waste Services Department Fund.

41. Consideration to renew annual supply contract FY14-013 to Quadex, North Little Rock, Arkansas in an amount up to $56,000.00 for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no increase during this extension period. All material will be purchased on an as needed basis. Funding is available in the 2013 Sewer Revenue Bond. **(AS AMENDED)**

42. Consideration to award a contract to Santex Truck Centers, San Antonio, Texas in the total amount $320,284.00 for the purchase of one (1) truck/tractor and two (2) medium duty trucks for the Utilities Department utilizing the BuyBoard and H-GAC Cooperative Contract Pricing. Funding is available in the Utilities Department Budget.

43. Consideration to award contract FY15-023 to the bidder meeting specifications Trico Equipment, Mickleton, New Jersey for the purchase of two (2) telehandler tire lift trucks in the total amount of $284,312.00 for the Utilities Department. Funding is available in the Utilities Department Fund.

44. Consideration to award annual service contract number FY15-022 to the sole bidder, Rafter P. Transport Inc., Floresville, Texas in an amount up to $100,000.00 to haul and load dry sludge from the El Pico Water Treatment Plant to the City of Laredo landfill. This contract is based on a bid of $9.35 per cubic yard of material. The frequency and number of loads vary depending on the City's need. The bid price is based on a per load rate.If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one (1) year period. Funding is available in the Utilities Department – Water Treatment Division Budget.

45. Consideration to renew the existing annual service contract FY14-044 to Rafter P. Transport Inc., New Braunfels, Texas, in an amount up to $100,000.00 to haul and load dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. This contract is based on a $6.00 per cubic yard load rate. All services will be secured on an as needed basis. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department – Waste Water Treatment Division Budget.

46. Consideration to renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to $418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a $40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

END OF CONSENT AGENDA

XIII. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

47.

A. **Request by Mayor Pete Saenz**

1. Discussion with possible action on the implementation of a Transportation Reinvestment Zone (TRZ) specifically on Loop 20 and any other related Regional Mobility Authority (RMA) projects.

B. **Request by Council Member Rudy Gonzalez, Jr.**

1. Discussion with possible action regarding soccer fields at Independence Hills Regional Park.

C. **Request by Mayor Pro-Tempore Esteban Rangel**

1. Discussion with possible action on the procedures to be followed for the potential sale of El Portal retail space located at 1210 Water St. **(Co-Sponsored by Council Member Roberto Balli)**

2. Discussion with possible action on the presentation regarding the Landfill Gas-to-Energy Feasibility Study by CDM Smith.

D. **Request by Council Member Juan Narvaez**

1. Status report on the Mud Run3 sponsorships and expenditures, with possible action.

E. **Request by Council Member Roque Vela, Jr.**

1. Discussion with possible action to authorize the City Manager to enter into agreement with Alexander Residential for the Bartlett Extension Project.

2. Discussion with possible action on creating a City-wide Youth and Veterans Homelessness Committee and any other related matters.

3. Status report regarding ambulance service at Fire Station No. 12, located on University Boulevard and Loop 20, with possible action.

XIV. STAFF REPORTS

48. Recognizing Mr. Rogelio Rivera, P.E., City Engineer, as the Engineer of the Year by the Gateway Chapter of the Texas Society of Professional Engineers (TSPE). The TSPE recognizes local engineers for their exceptional contribution in the community.

49. Discussion with possible action on the appointment of a new City Manager, including potential interviews of applicants, and any matters related thereto.

50. Presentation of the fiscal year 2013-2014 Comprehensive Annual Financial Report (CAFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

51. Presentation with possible action regarding Operation Crackdown, an initiative of the Texas National Guard, that provides for the demolition of abandoned and neglected structures that serve as a nuisance and drug haven within a community.

XV. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

52. Request for executive session pursuant to Texas Government Code Section 551.072 to deliberate the value of real property pertaining to a potential purchase of real property located at 1204 Matamoros, legally described as Lots 4 thru 7, Block 73, Western Division, Laredo, Webb County, Texas. Acquisition of this tract would be for municipal purposes, to include supplemental parking improvements.

XVI. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

53. Consideration to renewal annual contract FY11-039 to Goodyear Tire and Rubber Company, Akron,Ohio in the estimated amount of $283,926.09. Contract is to provide leased tires, based on monthly mileage used, for El Metro buses and Para-Transit fleet. This contract provides tires for fifty one (51) buses, twenty (20) para-transit vehicles, six (6) medium size vehicles and one (1) wrecker. This the final year of extension for this contract.

Funding is available in the El Metro Operations Budget. **(Approved by Finance & Operations Committee)**

54. Consideration to award annual supply contracts FY14-093 to the listed of vendors to provide bus and fleet maintenance parts. Contract will be awarded by item(s) to the lowest responsible bidder for parts commonly purchased for non-warranty repairs.

Primary Vendors:	**Est. Contract Amount:**	**Primary Vendors:**	**Est. Contract Amount:**
Andy's Auto Air & Supply	$57,401.28	National Bus Sales	$74,703.42
C.C. Battery Co., Inc.	$70,058.28	New Flyer	$45,394.38
Coastal Diesel Injection Service, Inc.	$79,700.61	O'Reilly Auto Parts	$16,617.81
CD Starter Service	$60,622.74	Prevost Parts	$104,117.96
Creative Bus Sales	$59,741.64	RDO Equipment Co.	$84,124.21
Full Service Auto Parts	$20,884.31	Rotex Truck Center	$52,207.38
Gonzalez Auto Parts	$54,522.66	Teg's Warehouse Supply, LLC	$93,776.02
Gillig Corporation, Inc.	$93,120.28	Velco	$7,088.40
Muncie Transit Supply	$129,166.00	Vehicle Maintenance Programs	$53,285.44
NAPA Auto and Truck Parts	$10,980.00	**Grand Total**	**$1,167,512.82**

All items will be purchased on an as needed basis. Funding is available in the El Metro Operations Fund. **(Approved by Finance & Operations Committee)**

XVII. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL AND ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, March 11, 2015 at 6:30 p.m.

_____

Gustavo Guevara, Jr.
City Secretary

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Initiated By: Judge Rosie Cuellar, Municipal Court Judge

Staff Source: Kristina Laurel Hale, First Assistant City Attorney

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SUBJECT

2015-O-024 Amending the City of Laredo Code of Ordinances by deleting all existing sections of Chapter 20 entitled "Municipal Court" and replacing with new sections; establishing regulations for the enforcement of the Municipal Code of Ordinances and other applicable codes and laws; establishing rules and procedures for the operation of the municipal court and setting the salary of the presiding Municipal Court Judge; providing authorization to collect civil fines and impose court costs and fees; providing authority to designated code enforcement officers, inspectors, animal control officers or licensed peace officers of the city to issue citations for the enforcement of the code of ordinances and other laws provided herein; providing authority for the issuance of inspection and abatement warrants incidental to the enforcement of any provision of the city code; providing a repealing clause providing a severability clause; providing a penalty clause; providing for publication; and declaring an effective date. **(AS AMENDED)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Since the passage of the original Municipal Court Ordinance and subsequent amendments thereto, the City of Laredo Municipal Court has become a Court of Record thereby acquiring additional jurisdiction over certain civil and criminal matters. The provisions contained in the existing Municipal Court Ordinance are inconsistent with §5.02 of the City Charter and Chapter 30 of the Texas Government Code. As a result, these rules are unenforceable and require amendment in accordance with the applicable laws.

Additionally, the amendments purport to establish rules of court for attorneys and defendants in order to provide for the speedy, efficient and just resolution of disputes and prosecutions. Finally, these amendments shall afford non-peace officers with authority to issue citations and to seek administrative or inspection warrants in an effort to improve and facilitate enforcement of the City Code.

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Staff recommends approval of this Municipal Court Ordinance as amended.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

As Revised by Council

ORDINANCE NO. 2015-O-024

AN ORDINANCE AMENDING THE CITY OF LAREDO CODE OF ORDINANCES BY DELETING ALL EXISTING SECTIONS OF CHAPTER 20 ENTITLED "MUNICIPAL COURT" AND REPLACING WITH NEW SECTIONS; PROVIDING FOR JURISDICTION, PROVIDING FOR THE AUTHORITY TO ISSUE CITATIONS; ESTABLISHING RULES AND PROCEDURES FOR THE OPERATION OF THE MUNICIPAL COURT; PROVIDING AUTHORIZATION TO IMPOSE COURT COSTS AND FEES; PROVIDING AUTHORIZATIONTO COLLECT CIVIL FINES; ESTABLISHING A TEEN COURT; AUTHORIZING THE TEEN COURT ADVISORY BOARD; PROVIDING A REPEALING CLAUSE PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE. (AS AMENDED)

WHEREAS, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has determined that these amendments are necessary to comply with Chapter 30 of the Texas Government Code pertaining to Municipal Courts of Record and the City Charter; and

WHEREAS, the City of Laredo seeks to adopt uniform rules for the Municipal Court rules in order to provide for the speedy, efficient and inexpensive resolution of disputes and prosecutions.

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

Section 1. Article II of Chapter 20 of the City of Laredo Code of Ordinances is hereby amended and shall be and read as follows:

ARTICLE I. ESTABLISHMENT OF THE COURT

Section 1.01 Creation

There is hereby created a municipal court of record in and for the City of Laredo Texas to be designated as the Laredo Municipal Court. Any reference hereinafter to the Court or Municipal Court shall be understood to mean the Laredo Municipal Court of Record. The court shall possess all such powers and duties as now or hereafter may be prescribed by the laws of the State of Texas or City of Laredo Code of Ordinances relative to Municipal Courts.

Section 1.02 Jurisdiction

A. Jurisdiction of the court shall be as granted by the Charter and Ordinances of the City of Laredo, and any laws of this state that may now exist or may hereafter be passed by the legislature of this state, regulating or increasing the jurisdiction of the Municipal Courts in cities the size and grade of the City of Laredo. Such jurisdiction shall include exclusive original

jurisdiction in all criminal cases occurring within the territorial limits of the City of Laredo that arise under the ordinances of the City of Laredo which are punishable by fine only not to exceed: Two Thousand Dollars and No Cents ($2,000.00) in all cases arising under municipal ordinances that govern fire safety, zoning or public health and sanitation, including dumping of refuse; or Five Hundred Dollars and No Cents ($500.00) in all other cases, and shall further include jurisdiction over cases arising in the extraterritorial jurisdiction of the City as provided by law. Such jurisdiction shall further include criminal cases arising under state law that occur within the territorial limits of the City of Laredo and which are punishable by fine only. An offense which is punishable by "fine only" is defined as an offense that is punishable by fine and such sanctions as authorized by statute not consisting of confinement in jail or imprisonment that are rehabilitative or remedial in nature. The court has jurisdiction in the forfeiture and final judgment of all bail bonds and personal bonds taken in criminal cases of which the court has jurisdiction. The court has jurisdiction in appeals taken from a dangerous animal determination made by the Animal Control Supervisor.

B. The Municipal Court of Record shall have and exercise the jurisdiction which is conferred upon all Courts of Record by Chapter 30 of the Texas Government Code and other law.

C. In addition to the jurisdiction granted above in this article and in accordance with Section 30.00005 of the Texas Government Code, the Municipal Court of Record has concurrent jurisdiction with a District Court or a County Court at law under Subchapter B, Chapter 54, Texas Local Government Code, within the City of Laredo territorial limits and property owned by the City located in the City's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances.

Section 1.03 Seal

The City Council shall provide the Municipal Court with a seal to be attached to all papers, except subpoenas, issued out of the court and shall be used by each Municipal Judge or the Municipal Clerk to authenticate all official acts of the Clerk and the Judge.

ARTICLE II. PRESIDING MUNICIPAL COURT JUDGE

Section 2.01 Selection

There shall be one Presiding Municipal Court Judge who is elected at large by the qualified voters of the City of Laredo.

Section 2.02 Terms of Office

The Presiding Municipal Court Judge shall serve for a term of four years. The Municipal Court Judge may not serve more than two terms, except that he or she may serve the remainder of an unexpired term to which the Judge was elected or appointed and two additional terms.

Section 2.03 Qualifications

A. The Presiding Municipal Court Judge shall be a licensed attorney in good standing with the Texas State Bar, and have a minimum of two years experience in the practice of law in this State.

B. The Presiding Municipal Court Judge shall not hold other employment or engage in the private practice of law.

C. The Presiding Municipal Court Judge shall be a resident of the City of Laredo.

Section 2.04 Compensation

The Presiding Municipal Court Judge is entitled to an annual salary from the City in the amount of One Hundred and Thirty Five Thousand ($135,000) Dollars. This amount may not be diminished during the Judge's term of office and is independent of fines, fees or costs collected by the court.

Section 2.05 Duties and Authority

A. The Presiding Municipal Judge shall have all powers and duties assigned by the City Charter, City Ordinances, Chapter 29 and Chapter 30 of the Texas Government Code, and other applicable state law. In addition to the judicial and magisterial duties granted by State law, the Presiding Municipal Judge shall be responsible for the following administrative duties:

1) Formulating local judicial rules of practice and procedure, including prescribing such rules and procedures, not inconsistent with the law of the State and the ordinances of the City, as are necessary for the orderly processing and adjudication of cases in the municipal courts;

2) Assigning workload to an Associate Judges in the Presiding Municipal Court Judge's absence as required;

3) Performing other administrative duties as may be appropriate, within the limits of the Code of Criminal Procedure, the City Charter, City Ordinances or applicable State law.

B. The Presiding Municipal Court Judge is also a Magistrate for and has all authority of the judicial and magisterial duties conferred on him or her by State law.

C. The Presiding Municipal Court Judge shall take judicial notice of State law, the ordinances of the City and of the territorial limits of the City.

D. The Presiding Municipal Court Judge may grant writs of mandamus, attachments and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court.

Section 2.06 Temporary Replacement; Vacancy

A. Associate Judges. The Presiding Municipal Court Judge shall recommend one Associate Municipal Court Judge and the City Manager shall recommend one Associate Municipal Court Judge, both of which must be confirmed by the affirmative vote of no less than five Council Members. The Presiding Municipal Court shall have the discretion to call upon an Associate Municipal Judge to serve in his or her temporary absent due to illness, family death, continuing legal or judicial education programs, or for any other reason. An Associate Municipal Court

Judges shall be licensed to practice law in the State of Texas, and while serving, shall have the obligations and powers to discharge all the duties of a Presiding Municipal Court Judge.

B. Vacancy. If a vacancy occurs in the office of the Presiding Municipal Court Judge, the City Manager shall recommend, subject to the affirmative vote of no less than five City Council members, the appointment of a qualified person to fill this office for the remainder of the unexpired term.

ARTICLE III. COURT PERSONNEL

Section 3.01 Municipal Court Clerk

A. Appointment. There shall be appointed by the City Manager a Municipal Court Clerk with the status of a Department Director.

B. Powers. The Municipal Court Clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process of such court and conducting the business thereof.

C. Duties. The Clerk of the Municipal Court Clerk shall be responsible to maintain central docket records for all cases filed in the Municipal Court and maintain an index of all court judgments in the same manner as county clerks are required by law to prepare for criminal cases arising in county courts. The Clerk shall be the official in charge of the jury selection process in accordance with the plan of selection adopted by the Presiding Municipal Court Judge. The Clerk shall also perform in any other capacity necessary to issue process and conduct business of the Court.

D. Deputy Clerks. The Clerk of the Municipal Court shall appoint one or more Deputy Clerks When the Municipal Court Clerk is incapacitated, absent, or otherwise unavailable to perform his or her official duties, the Deputy Clerks shall have the authority to perform the duties of the Clerk in the name of the Clerk.

Section 3.02 Court Reporter

A court reporter is not required to record testimony in a case unless the Judge or one of the parties requests a record. A party's request for a record must be in writing and filed with the court before trial. In lieu of providing a court reporter at trial, proceedings in a municipal court of record may be recorded by a good quality electronic recording device. The court reporter need not be present at trial to certify the statement of facts. The recording shall be kept and stored for the 20-day period beginning the day after the last day of the proceeding, trial, or denial of motion for new trial, whichever occurs last. The proceedings that are appealed shall be transcribed from the recording by an official court reporter.

Section 3.03 Court Bailiffs

A. Appointment. The Chief of Police shall provide one or more police officers to serve as Bailiffs for the Municipal Court.

B. Direction. When functioning as a Court Bailiff, a police officer shall perform his duties under the direction and control of the Presiding Municipal Judge.

C. Duties. The principle duties of a Court Bailiff shall be as follows:

1) To preserve order and decorum while court is in session;

2) Provide security to the Municipal Court building;

3) Assemble and supervise witnesses and jurors;

4) Attend to the jury and inform the Judge about the needs and decisions of the jury;

5) Maintain custody of prisoners in the courtroom and arrange for their transportation to jail when requested by the Judge;

6) Serve process issued out of the court.

Section 3.04 Administrative Personnel

The City Manager shall have the discretion to provide the Presiding Municipal Court Judge with additional support staff when necessary for the proper operation of the court.

ARTICLE IV. LOCAL RULES OF THE MUNICIPAL COURT

Section 4.01 Authority and Application

A. Authority. Under the inherent power and duty of all Texas courts as codified in Section 21.001 of the Texas Government Code, the following Local Rules of the Municipal Court of the City of Laredo, Texas (hereinafter "*Local Rules*") are promulgated and shall apply and govern any and all proceedings held within any Municipal Court of the City of Laredo. These rules are adopted for the purpose of securing uniformity in those proceedings and to promote justice.

B. Application. A copy of these *Local Rules* shall be available in the courtroom of the Laredo Municipal Court and on the City of Laredo website. The *Local Rules* apply to all court staff, attorneys and their staff members, Defendants, the City's Prosecutor, witnesses and observers. Failure to comply with these rules may result in the imposition of sanctions, including contempt, by the Presiding Municipal Court Judge.

Section 4.02 Hours of Operation

The hours of operation of the Laredo Municipal Court shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday. Any exception to said hours shall be for City observed holidays or as determined by order of the Municipal Court Judge. The foregoing notwithstanding, the Presiding Municipal Court Judge shall have the authority to schedule the dockets of the court.

Section 4.03 Proceedings

A. Commencement. All proceedings in the court shall be commenced on a written complaint prepared by or under the direction of the City Attorney or an Assistant City Attorney, except when State law eliminates the need for a written complaint. When no written complaint is required, the proceeding shall commence upon the filing of the citation. The Clerk of the Municipal Court shall file the original complaint and the original of other papers in each case.

B. Records. The filed original papers constitute the records of the court. The Clerk of the Municipal shall keep a separate folder for each case and shall note on the outside of the folder:

1) The style of the case;

2) The nature of the charged offense;

3) The dates that the warrant was issued and returned;

4) The date the examination or trial was held;

5) Whether trial was held by jury or before a Judge;

6) Trial settings;

7) Any verdict of the jury;

8) Any judgment of the court;

9) Any motion for a new trial and the decision on the motion;

10) Whether an appeal was taken; and

11) The date and the manner in which the judgment and sentence were enforced.

Section 4.04 Jury

A. Structure. Each person charged with an offense is entitled to a trial by a jury of six persons unless the right is waived according to law.

B. Selection. The Presiding Municipal Court Judge shall adopt a plan for the selection of persons for jury service from the voter registration rolls of Webb County that must:

1) Require the compilation of jurors from the voter registration lists of all voting precincts within the City and the registry of permanently exempt persons residing in the City maintained by the county tax collector as prescribed by Section 62.108 of the Texas Government Code;

2) Require selection of jurors who are eligible to vote in the City and have the qualifications prescribed by Subchapter B, Chapter 62, of the Government Code of the State of Texas; and

3) Require the court to establish a fair, impartial and objective method of selecting persons for jury service.

C. Control. The Municipal Court Clerk shall be the official in charge of the selection process.

Section 4.05 Rules Governing Proceedings

All proceedings in the court shall be governed by the laws of the State of Texas. In those areas not specifically covered by the Texas Code of Criminal Procedure and elsewhere in the Texas laws or by local ordinance, the Presiding Municipal Court Judge may establish such court rules as are necessary to establish reasonable and consistent procedures for the operation of the court that are not inconsistent with general law.

Section 4.06 Dismissal of Cases

No complaint shall be dismissed except upon the recommendation of the prosecutor order of a Judge, unless otherwise authorized by law..

Section 4.07 Prosecutions by City Attorney

All prosecutions in the Municipal Court shall be conducted by the City Attorney or any Assistant City Attorney.

Section 4.08 Courtroom Decorum

A. General Rules. Court is in session whenever the Judge is on the Bench. While the Court is in session, unless the Judge directs otherwise, the following conduct must be observed:

1) No loud noises. Any children brought into the Courtroom must be quiet or they must be removed from the Courtroom.

2) No eating or drinking in the Courtroom.

3) No standing in the Courtroom, except when addressing the Court or by direction of the Judge, or when necessitated by the business of the Court.

4) No gestures, facial expressions or sounds indicating approval or disapproval of a ruling by the Court or a comment on testimony of a witness.

5) All persons, whether lawyers, parties, witnesses, jurors, or spectators, conducting business, participating in trials, or otherwise attending proceedings in a courtroom of the Municipal Court of the City of Laredo, Texas, shall be dressed appropriately so as to maintain the dignity, integrity, decorum, seriousness and professional atmosphere of the Court and the administration of justice. As such, no inappropriate attire, including short shorts, tank tops, sleeveless shirts, jeans with holes or cut-outs, low pants with underwear showing or inappropriate “message” shirts, or sunglasses shall be allowed. No hats or head coverings including scarves, bandanas or do-rags shall be worn in the Courtroom, unless of a religious nature or for medical reasons.

6) No unattended children in the Courtroom.

7) No cellular telephone calls are to be made in the Courtroom. All phones shall be set to vibrate or turned off. Any device which rings or otherwise makes noise may be taken by the Bailiff or his designee and not returned until the conclusion of the court proceeding.

8) Absolutely no weapons shall be brought into the Courtroom, with the exception of those intended to be offered as evidence. The foregoing notwithstanding, Commissioned peace officers may bring weapons in the Courtroom. The Judge shall have the discretion to have any object removed from the Courtroom.

B. Defendants without Attorneys. Individuals who represent themselves in Municipal Court (Defendants Pro-Se) will be held to the same standards as attorneys when it comes to court decorum and sanction rules**.** Defendants Pro-Se should be prepared to present their cases in a proper manner. It is not the Court's duty or responsibility to protect, instruct or educate any party on court procedures, evidence, rules or case presentment.

C. **Conduct.** Attorneys and Defendant Pro-Se appearing before the Municipal Court shall observe both the letter and the spirit of all Canons of Ethics and the Texas Disciplinary Rules of Professional Conduct, including those Canons concerning improper ex parte communication with the Judge and those dealing with discussion of cases with representatives of the media. In addition, the following rules of conduct shall be observed:

1) Attorneys shall advise their clients and witnesses of all the applicable *Local Rules* and shall ensure that their clients and witnesses follow and fully adhere to all such rules.

2) All male attorneys shall wear coats and ties inside the Courtroom or shall be excluded from the Courtroom by the Bailiff or his/her designee. Female attorneys shall wear appropriate professional attire inside the Courtroom.

3) All parties shall be prompt in arriving for Court and attending to Court business. Any attorney with a scheduling conflict preventing his or her arrival to the court must notify the Court at least 24 hours before the court setting.

4) Failure of an attorney representing a Defendant or Pro-Se Defendant to appear on time and as scheduled may result in a warrant being issued for the Defendant. In addition, any Attorney who fails to appear timely and as scheduled may be subject to sanctions including, but not limited to contempt.

5) During trial or any hearing, all objections, arguments and comments shall be directed to the Municipal Judge and not to Opposing Counsel or to a Pro-Se Defendant. Any objection that is raised during a hearing or trial must be supported by the legal basis for such objection.

6) During trial or any hearing, all participants in the proceedings shall address each other and members of the Jury, if any, without familiarity. The use of first names shall be avoided. While addressing the Court, Attorneys, and Pro-Se Defendants shall rise and remain standing at their position at the counsel table, unless directed otherwise by the Judge.

7) During trial or any hearing, Attorneys and Pro-Se Defendants shall not approach the Bench, except after requesting and receiving permission from the Municipal Judge, or as directed by the Municipal Judge.

Section 4.09 Media Recordings

The recording of court proceedings inside the courtroom is prohibited without the express permission of the Presiding Municipal Court Judge. Broadcast media wishing to film proceedings from outside the Courtroom must position equipment so as not to impede ingress or egress to or from the Courtroom.

Section 4.10 Notice

Notice of the date, time, location, and nature of each setting shall be given by the Court to a Pro-Se Defendant in person, by email, or by regular United States mail at the last known address provided to the Court by the Pro-Se Defendant. Notice of the date, time, location and nature of each setting shall be given by the Court to the Attorney for Defendant in person, by mail, or by email directed to the last known address of the Attorney. It is the responsibility of all persons with business before the Court to determine the date, and time of each setting and to update the Court of any changes of address, telephone number and email address of the Defendant or of Attorney(s) for the Defendant.

Section 4.11 Pleas

A. Notice of Appearance. No attorney shall be permitted to enter a plea for and on behalf of a Defendant unless the attorney has been designated as the Attorney of Record for the Defendant. An attorney must make file written notice with the Clerk of the Court to include the Defendant's name, docket numbers of all cases being handled by the attorney, and the attorney's name, address, email address, fax number, and telephone number. Letters of representation and notices of appearance that list the names of additional attorneys in a law firm, are all deemed attorneys of record for the case(s) identified in the letter of representation or notice of appearance.

B. Bond Requirements. For any Defendant with an active alias warrant, or if no warrant has been issued, on any case more than 60 days past the date of the issuance of the citation, the attorney or Pro-Se Defendant shall be required to post a cash or surety bond, before the warrant is lifted and a court date is set. No bond is required if the Defendant or his attorney pleads guilty. Attorneys and sureties posting bail bonds shall append to and make a part of their bail bonds the oath required by Article 17.13 of the Texas Code of Criminal Procedure. The Judge may, in his discretion, waive this requirement as authorized by Article 17.13. As authorized by Article 23.05 of the Texas Code of Criminal Procedure, if the Judge forfeits the bail of a Defendant, the Clerk shall immediately issue a warrant for the arrest of the Defendant, and when the Defendant is arrested, the Defendant shall be required to post a cash money in order to be released from custody and/or, if not arrested, to obtain the release of the warrant and obtain a new court date.

C. Form. All pleas shall be in writing, except for pleas entered in open court before a Municipal Judge. Written please must be filed either in person or by mail. The filing of a plea in person shall be at: the Laredo Municipal Court, 4610 Maher Ave, Laredo, Texas 78042. The filing of a plea by mail shall be at: P.O. Box 579, Laredo, Texas 78042. The date of the postmark shall be

designated as the date of filing of any plea received by mail. A defendant who is not represented by an attorney must appear at all court settings of his/her case(s). Payment in full of the fine on a case pending in the Laredo Municipal Court shall constitute a guilty/no contest plea and a waiver of jury trial. No partial payments shall be accepted without a plea entered in person. A plea of not guilty by a Pro-Se Defendant will result in a trial setting. The Pro-Se Defendant shall inform the Court whether he/she desires a jury trial or a trial without a jury. Pleas of not guilty will require the Pro-Se Defendant to appear in person for a pre-trial hearing.

D. Special Needs. A Defendant requesting the services of an interpreter in any language must appear in person on their assigned court date and make their request in writing. Other requests for assistance from persons with disabilities should be made at the time the plea is entered.

Section 4.12 Motions

A. General Requirements

All Motions shall be in writing and filed with the Municipal Clerk with a courtesy copy sent to the Prosecutor or Defendant. The filing of a motion in person shall be at: the Laredo Municipal Court, 4610 Maher Ave, Laredo, Texas 78042. The filing of a motion by mail shall be at: P.O. Box 579, Laredo, Texas 78042. The date of the postmark shall be designated as the date of filing of any motion received by mail. Unless otherwise provided herein, Motions shall be filed no later than seven (7) days prior to the date of the pretrial hearing. Responses thereto, if any, shall be filed at least three (3) days prior to trial date. Service of a Motion or response shall be made pursuant to law. Each Motion or Response shall contain a certificate of service signed by the Movant or Respondent indicating that a copy of such Motion or Response has been served upon the opposing party, the manner and date of service.

B. Motions for Continuance

1) Form. Motions for Continuance must comply with the requirements of Article 29.08 of the Texas Code of Criminal Procedure and shall be in writing, sworn and filed with the Municipal Clerk at least two working days prior to the scheduled court date. In addition, said motions shall contain: (a) the Cause Number; (b) the name of the Defendant; (c) the date and time of the setting for which the continuance is sought; (d) the specific facts justifying the continuance. If the reason for the continuance is a conflict with a setting in another court, the Motion shall contain the Style and Cause Number of the other case, as well as the Court Number and time of the conflict; (e) an oath attesting to the truth of the matters contained in the Motion; and (f) a proposed order for the Judge to designate whether the motion is “Granted” or “Denied.”

2) Deadline. Motions for Continuance require good cause shown and will not be granted for delay purposes. A Motion for Continuance shall be filed with the Court as soon as the Attorney for the Defendant, the Prosecutor or Pro-Se Defendant is aware of the necessity for seeking a continuance, but no later than two (2) days before the scheduled hearing or trial date.

3) Emergency Motion. Where the underlying facts (good cause) which form the basis for a Motion for Continuance were not discovered, and could not have been discovered through the exercise of due diligence prior to two days before the scheduled trial date, an Emergency Motion for Continuance may be filed, in writing or orally before the Court. Such Motion may be filed at

any time prior to the respective Court proceeding and will be ruled on by the Judge at the call of the docket. The following factors will be considered in the determining whether a Motion for Continuance will be granted or denied: a) the specific nature of the conflict in scheduling; b) the age of the case; c) the number of previous continuances granted to each party; d) the timeliness of the filing of the Motion, including the date on which the scheduling conflict, if any, became known to the Movant; and e) any other matter relevant to the Motion.

4) Denied Motions. If a Defendant's Motion for Continuance is denied, in order for the Defendant to avoid a warrant, a bond in the amount set by the Court may be required to be posted, at the discretion of the Judge denying the Motion. It is the responsibility of the Pro-Se Defendant or the Counsel for Defendant to determine whether the Motion was granted or denied and to determine whether a bond is required. If a State's Motion for Continuance is denied, the case will proceed to trial, plea, or other disposition.

5) Vacation Letters. Attorneys shall file with the Clerk of the Court a vacation letter no less than 60 days prior to the anticipated date that the vacation is to begin. If the vacation letter is not filed at least 60 days prior to the vacation commencement date, the Attorney shall file Motions for Continuance in each case set during the vacation period for the Judge to consider.

C. Motions to Withdraw

Any Attorney who makes a written appearance on behalf of a Defendant shall be deemed the attorney of record for that Defendant until a written Motion to Withdraw is filed by that Attorney and is granted by the Court; or the case is disposed of by trial, plea, deferred disposition or attendance at a driver safety course, dismissal or substitution of counsel. A Motion to Withdraw as Counsel may be granted without a hearing only if the moving Attorney files a verified certificate stating the last known mailing address, telephone number, and email address of the Defendant and describes what efforts have been made to locate the Defendant. Additionally, Counsel may file along with the Motion to Withdraw a written consent to the withdrawal signed by the Defendant that acknowledges that the Defendant has been advised of all future court settings and sets forth the current mailing address, telephone number, and email address (if one exists) of the Defendant. Otherwise, a Motion to Withdraw must be presented to the Court at a hearing after notice to the Defendant and to all other parties.

D. Substitution of Counsel.

A Motion to Substitute Counsel shall be signed by the Attorney who currently represents the Defendant, as well as the Attorney who wishes to undertake representation of the Defendant. The Motion must include an affirmative statement that the Defendant has consented to the substitution. If a Motion to Withdraw as Counsel for Defendant also contains a Motion to Substitute Counsel, a Notice of Appearance by another Attorney, and a written agreement by the Prosecution, the Attorney named in the Motion to Substitute will thereafter be considered by the court as Attorney of record for the Defendant.

E. Discovery. In addition to and not in limitation of the provisions of Article 39.14 of the Code of Criminal Procedures, all requests for discovery of audio and video recordings from the Laredo Police Department shall be deemed timely made if they are made in writing on or before the first appearance date of the Defendant whether in person or by his/her attorney of record. All other

requests for discovery shall be deemed timely if they are made not less than 14 days prior to the date of the final trial setting.

Section 4.13 Open Court

Attorneys and Pro-Se Defendants may appear at the Court during the Court's hours of operation to dispose of cases with or without active warrants. Cases may be disposed of during the Court's hours of operation, when a Pro-Se Defendant wishes to enter a plea of guilty or no contest, present proof of compliance, request deferred disposition, defensive driving, or establish or reinstate a payment plan. The Municipal Court Judge has the discretion to require any case to be reset to permit the Prosecutor an opportunity to be heard on the case(s).

Section 4.14 Pre-Trial Hearings

Attorneys and Pro-Se Defendants must attend any scheduled Pre-Trial Hearing. The purpose of the Pre-Trial Hearing is to resolve the case prior to trial and to set for trial those cases that cannot be resolved. It is the responsibility of the Attorney of Record to advise his/her client of the terms of judgment entered against the client as a result of a plea agreement. No case will be set for a jury trial without an appearance by an attorney of record at the Pre-Trial. Once a case is set for jury trial, the Defendant's appearance at each subsequent setting shall be required until the case is finally disposed of by way of the entry of a final judgment.

Section 4.15 Trial Settings

A. Scheduling Order. Subject to the discretion of the Judge calling the docket, the order of cases actually proceeding to trial, whether bench trial or jury trial, shall be as follows: preferential settings, cases set according to age, oldest first, other circumstance as determined by the Court in the interest of justice. To receive a preferential setting, subject to the Judge's approval, a party must reside more than one hundred (100) miles outside the city limits of Laredo; have a condition, illness or injury that would necessitate an expedited disposition of the case; or have an outside witness who has appeared at least one prior trial setting without the case having been reached.

B. Defendants Must Attend Trial Dockets. Every Defendant shall be present at the call of every trial docket, unless his/her attorney has filed and been granted a Motion for Continuance. Every Pro-Se Defendant shall be present at the call of his/her trial docket, unless he/she has filed and been granted a Motion for Continuance. Once a case has been set for trial, whether by Judge or Jury, the Defendant shall be present at every setting of the case until the case is finally disposed of by entry of a judgment. The Judge may issue a Failure to Appear Warrant for any Defendant who fails to appear at a trial docket without having been granted a continuance.

Section 4.16 Juvenile Proceedings and Minors

A. Juvenile Defined. A juvenile is a Defendant who is at least 10 years of age and is younger than 17 years of age.

B. Entering a Plea. A juvenile must enter his/her plea in open court with a parent or guardian present.

C. Notice of Current Address. The parents and the juvenile have a continuing obligation to given written notice of their current address and any change of address.

D. Minor in Possession and other Alcoholic Beverage Code Violations. A minor (anyone under the age of 21 years at the time of the alleged violation) may only enter a plea to an Alcohol Beverage Code violation in open court.

Section 4.17 Post Trial Proceedings

A. Inability to Pay Fine. If a Defendant does not appeal the Court's decision, but claims indigency, the Defendant may request an indigency hearing. At that hearing Defendant shall be required to show cause why he/she cannot discharge the fine by making payments or performing community service hours, if available, in lieu of payment.

B. Indigency upon Appeal. If a Defendant is indigent and unable to pay either the Appeal Bond or to pay for the transcript, he/she may file an Affidavit of Indigency with the Court and file a Motion to Waive Costs. Such Affidavit of Indigency and/or Motion to Waive Costs must be filed within the ten (10) day statutory period to file an appeal Bond. A hearing on the Motion to Waive Costs shall then be scheduled by the Municipal Judge who entered the Order being appealed, unless that Judge is not available.

ARTICLE V. APPEALS

Section 5.01 Right of Appeal & Perfection

A. Right to Appeal. A Defendant has the right of appeal from a judgment or conviction in a Municipal Court of Record. The County Criminal Courts of Webb County have jurisdiction of appeals from the Municipal Court. The state has the right to appeal as provided by Article 44.01, Code of Criminal Procedure.

B. Standard of Review. The Appellate Court shall determine each appeal from a Municipal Court conviction and each appeal from the state on the basis of the errors that are set forth in the appellant's motion for new trial and that are presented in the clerk's record and reporter's record of facts prepared from the proceedings leading to the conviction or appeal. An appeal from the Municipal Court shall not be by trial de novo.

C. Perfecting an Appeal.

1) Motion for New Trial. To preserve the right to an appeal, the appellant must file a written motion for new trial with the Municipal Clerk no later than the tenth (10th) day after the date on which judgment is rendered. The motion must set forth the points of error of which the appellant complains. The motion may be amended by leave of court at any time before action on the motion is taken, but not later than the twentieth (20th) day after the date on which the original or amended motion is filed. The court may for good cause extend the time for filing or amending, but the extension may not exceed ninety (90) days from the original filing deadline. If the court does not act on the motion before the expiration of the thirty (30) days allowed for determination of the motion, the original or amended motion is overruled by operation of law.

2) Notice of Appeal. To perfect an appeal, the appellant must also give notice of the appeal. If the appellant requests a hearing on the motion for new trial, the appellant may give the notice of appeal orally in open court on the overruling of the motion. If there is no hearing, the Defendant must file written notice of the appeal and with the court not later than the tenth (10th) day after the date on which the motion is overruled. The court may for good cause extend that time period, but the extension may not exceed ninety (90) days from the original filing deadline.

Section 5.02 Appeal Bond

A. Timing. If the Defendant is not in custody, the Defendant may not take an appeal until the Defendant files an appeal bond with the Municipal Court. The bond must be approved by the court and must be filed not later than the tenth (10th) day after the date on which the motion for new trial is overruled. If the Defendant is in custody, the Defendant shall be committed to jail unless the Defendant posts the appeal bond.

B. Amount. The appeal bond must be in the amount of One Hundred Dollars and No Cents ($100.00) or double the amount of the fines and costs adjudged against the Defendant, whichever is greater. The bond must state that the Defendant was convicted in the case and has appealed, and it must be conditioned on the Defendant's immediate and daily personal appearance in the court to which the appeal is taken.

Section 5.03 Record on Appeal

The record on appeal must substantially conform to the provisions relating to the preparation of a record on appeal in the Texas Rules of Appellate Procedure and the Code of Criminal Procedure.

Section 5.04 Clerk's Record

The clerk's record must substantially conform to the provisions relating to the preparation of a clerk's record in the Texas Rules of Appellate Procedure and the Code of Criminal Procedure.

Section 5.05 Bills of Exception

Bills of exception must substantially conform to the provisions relating to the preparation of bills of exception in the Texas Rules of Appellate Procedure and the Code of Criminal Procedure.

Section 5.06 Reporter's Record

A reporter's record included in the record on appeal must substantially conform to the provisions relating to the preparation of a reporter's record in the Texas Rules of Appellate Procedure and the Code of Criminal Procedure.

Section 5.07 Completion, Approval and Transfer of Record

A. Completion. Not later than the sixtieth (60th) day after the date on which the notice of appeal is given or filed, the parties must file with the Municipal Clerk:

1. The reporter's record;

2. A written description of material to be included in the clerk's record; and

3. Any material to be included in the clerk's record not in the custody of the Municipal Clerk.

B. Approval. On completion of the record, the Municipal Judge shall approve the record in the manner provided for record completion, approval and notification in the court of appeals.

C. Transfer of Record. After the court approves the record, the Municipal Clerk shall promptly send it to the appellate court clerk for filing. The appellate court clerk shall notify the Defendant and the prosecuting attorney that the record has been filed.

Section 5.08 Brief on Appeal

An appellant's brief on appeal from the Municipal Court must present points of error in the manner required by law for a brief on appeal to the court of appeals. The appellant must file the brief with the appellate court clerk not later than the fifteenth (15th) day after the date on which the clerk's record and reporter's record are filed with that clerk. The appellant or the appellant's attorney must certify that the brief has been properly mailed to the appellee. The appellee must file the appellee's brief with the appellate court clerk not later than the fifteenth (15th) day after the date on which the Defendant's brief is filed. Each party, on filing the party's brief with the appellate court clerk, shall deliver a copy of the brief to the opposing party and to the Presiding Municipal Court Judge.

Section 5.09 Disposition on Appeal

A. Decision. According to the law and the nature of the case, the appellate court may take one of the following actions:

1) Affirm the judgment of the Municipal Court;

2) Reverse and remand for a new trial;

3) Reverse and dismiss the case; or

4) Reform and correct the judgment.

B. Presumptions. Unless the matter was made an issue in the trial court or it affirmatively appears to the contrary from the clerk's record or reporter's record, the appellate court shall presume that:

1) Venue was proven in the trial court;

2) The jury, if any, was properly impaneled and sworn;

3) The Defendant was arraigned and pleaded to the complaint; and

4) The Municipal Judge certified the charge before it was read to the jury.

C. Opinion. In each case decided by the appellate court, the court shall deliver a written opinion or order either sustaining or overruling each assignment of error presented. The court shall set forth the reasons for its decision. The appellate court clerk shall mail copies of the decision to the parties and to the Municipal Judge as soon as the decision is rendered.

Section 5.10 Certificate of Appellate Proceedings

When the judgment of the appellate court becomes final, the clerk of that court shall certify the proceedings and the judgment and shall mail the certificate to the Municipal Clerk. The Municipal Clerk shall file the certificate with the papers in the case and note the certificate on the case docket. If the Municipal Court judgment is affirmed, further action to enforce the judgment is not necessary except to: (1) Forfeit the bond of the Defendant; (2) Issue a writ of capias for the Defendant; or (3) Issue an execution against the Defendant's property.

Section 5.11 Effect of Order of New Trial

If the appellate court awards a new trial to the appellant, the case stands as if a new trial had been granted by the Municipal Court.

ARTICLE VI. ADMINISTRATION OF THE COURT

Section 6.01 Collection and Disbursement of Funds

The Municipal Clerk shall establish formal procedures for the collection and disbursement of funds in accordance with policies established by the City Manager so that all fines, fees, costs and monies collected and disbursed may be accounted for properly. All fines shall be paid into the City Treasury.

Section 6.02 Issuance of Citations

A. Authority. Enforcement of the City of Laredo Code of Ordinances and any and all applicable codes and ordinances within the City of Laredo and the State of Texas shall be the responsibility of any designated Licensed Peace Officer, Code Enforcement Officer or Inspector of the City. Any officer designated by this section has the authority to issue citations compelling the appearance of a defendant for violations of city ordinances.

B. Method. If the person being cited is not present, the person designated hereunder may send the citation to the alleged offender by certified mail, return receipt requested. If a person who receives a citation by personal service or as provided under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person’s arrest for the violation described in the citation.

C. Interference. It shall be unlawful for any person to interfere with any Licensed Peace Officer, Code Enforcement Officer or Inspector or in the performance of his duties under this section and to enforce the ordinances of the City of Laredo, Texas.

Section 6.03 Mandatory Fees

Court costs or fees are authorized to be imposed and collected in accordance with the provisions of state law, and the maximum fees therein expressed are authorized to be imposed.

Section 6.04 Warrant Fees

Warrant fees are hereby authorized to be imposed and collected in accordance with the provisions of Article 45.06, Texas Code of Criminal Procedure, and the maximum fees therein expressed are authorized to be imposed.

Section 6.05 Special Expenses Fees

Special Expense Fees for services performed in cases in which the laws of this State require that the case be dismissed because of actions by or on behalf of the Defendant which were subsequent to the date of the alleged offense are hereby authorized to be imposed and collected in accordance with the provisions of Article 45.06, Texas Code of Criminal Procedure.

Section 6.06 Municipal Court Security Fund

A. Fund Created. There is hereby created a Municipal Court Building Security Fund. This fund shall be administered under the direction of the governing body of the City of Laredo.

B. Fee Assessed. All Defendants convicted for a misdemeanor offense in Municipal Court shall pay a three dollar ($3.00) security fee as a cost of court. A person is considered convicted for purposes of this ordinance if a sentence is imposed on the person, the person receives community supervision, including deferred adjudication, or the court defers final disposition of the person's case. The security fee shall be collected by the Court Clerk for deposit in the Municipal Court Building Security Fund.

C. Fund Purposes. The Municipal Court Building Security Fund may be used only to finance items when used for the purpose of providing security services for any buildings housing the municipal court of the City of Laredo, including:

1) The purchase or repair of x-ray machines and conveying systems;

2) Hand-held metal detectors;

3) Walk-through metal detectors;

4) Identification cards and systems;

5) Electronic locking and surveillance equipment;

6) Bailiffs, deputy sheriffs, deputy constables or contract security personnel during times when they are providing appropriate security services;

7) Signage;

8) Confiscated weapon inventory and tracking systems;

9) Locks, chains, alarms, or similar security devices;

10) The purchase or repair of bulletproof glass;

11) Continuing education on security issues for court personnel and security personnel; and

12) Any other item or service permitted by law.

Section 6.07 Municipal Court Technology Fund

A. Fund Created. There is hereby created a municipal court technology fund in accordance with Subchapter A, Chapter 102, Code of Criminal Procedure, Article 102.0172. This fund shall be administered under the direction of the governing body of the City of Laredo.

B. Fee Assessed. All Defendants convicted in municipal court, for a misdemeanor offense committed on or after September 1, 1999, shall be required to pay a four dollar ($4) technology fee as a cost of court. A person is considered convicted for purposes of this ordinance if a sentence is imposed on the person, the person is placed on community supervision, including deferred adjudication community supervision, or the court defers final disposition of the person's case. The Municipal Court Clerk shall collect the costs and pay the funds to the municipal treasurer, or to any other official who discharges the duties commonly delegated to the municipal treasurer, for deposit in a fund to be known as the municipal court technology fund.

C. Fund Purposes. The Municipal Court Technology Fund may be used only to finance the purchase of or to maintain technological enhancements for the Municipal Court of the City of Laredo, including:

1) Computer Systems;
2) Computer Networks;
3) Computer Hardware;
4) Computer Software;
5) Imaging Systems;
6) Electronic Kiosks;
7) Electronic Ticket Writers;
8) Docket Management Systems; and
9) Any other Item or Service Permitted by Law.

Section 6.08 Juvenile Case Manager Fund

A. Fund Created: There is hereby created a Municipal Court Juvenile Case Manager fund, in accordance with Subchapter A, Chapter 102 of the Texas Code of Criminal Procedure, Article 102.0174. This fund shall be administered under the direction of the governing body of the City of Laredo.

B. Fee Assessed: All Defendants convicted for a misdemeanor offense in Municipal Court shall pay a two dollar ($2.00) Juvenile Case Manager Fee as a cost of court. The Presiding Municipal

Court Judge is authorized to waive the fee in cases of financial hardship. A Defendant is considered convicted for purposes of this Ordinance if a sentence is imposed on Defendant or Defendant receives deferred disposition, including deferred proceedings under Article 45.052 or 45.053 of the Texas Code of Criminal Procedure. The Juvenile Case Manager Fee shall be collected by the Municipal Clerk for deposit in the municipal court juvenile case manager fund.

C. Fund Purposes: The Juvenile Case Manager Fund may be used only to finance the salary and benefits of any Juvenile Case Manager employed under Article 45.056 of the Texas Code of Criminal Procedure.

Section 6.09 School Crossing Guard Program Court Cost

A. Court Cost Created: There is hereby created a court cost, in accordance with Subchapter A, Chapter 102 of the Texas Code of Criminal Procedure, Article 102.014(b).

B. Fee Assessed: A one ($1) dollar court cost shall be assessed on each violation of an ordinance, regulation, or order regulating parking, stopping, or standing as allowed by Section 542.202, Texas Transportation Code, or Chapter 682, Texas Transportation Code.

ARTICLE VII INSPECTION AND ABATEMENT WARRANTS

Section 7.01 Definitions

For the purposes of this article, the following words have the meanings hereinafter designated:

A. Abatement Warrant. A written order, issued by a magistrate and directed to any inspector, as defined in this section, commanding him to enter specific premises for the purpose of abating or causing the abatement of a specific violation or violations of any City ordinance or other law that provides for such abatement by the City.

B. Inspection Warrant. A written order, issued by a Magistrate and directed to any inspector, as defined in this section, commanding him to inspect specific premises to determine the presence of a violation or violations of any City ordinance or other law that provides for such inspections to be conducted by City inspectors and, when the inspector is also a peace officer, the Code of the City of Laredo, laws of the State of Texas and the United States.

C. Inspection and Abatement Warrant. A written order, issued by a Magistrate and directed to any inspector, as defined in this section, commanding him to inspect specific premises to determine the presence of a violation or violations of any City ordinance or other law that provides for such inspections to be conducted by City inspectors, and if such violation or violations are found to exist, commanding him to abate or cause the abatement of said violation or violations of any City ordinance or other law that provides for such abatement by the City.

D. Inspector. Any peace officer of the State of Texas or any designated inspector for any department of the City of Laredo, Texas, which is charged with code enforcement or enforcement of any provision of the Code of the City of Laredo or state or federal laws.

Section 7.02 Warrants Authorized

Except as provided in Section 7.03, inspectors are hereby authorized to seek and obtain Inspection, Abatement, and Inspection and Abatement Warrants from a Magistrate before making any inspection or abatement action incidental to the enforcement of any provision of the Code of the City of Laredo or other law that provides for such inspection and/or abatement by City inspectors and, when the inspector is also a peace officer, incidental to the enforcement of the Code of the City of Laredo, laws of the State of Texas and the United States. A Magistrate is hereby authorized to issue such warrants subject to the requirements of this chapter.

Section 7.03 Warrants Not Required

Inspection and Abatement Warrants shall not be required under the following circumstances:

A. Consent. When permission to inspect or enter the premises for abatement purposes has been granted by someone apparently having charge or control of those premises; for the purpose of this subsection, permission to Inspect or enter the premises for abatement purposes may be granted either verbally, in writing or by some other action indicating consent; or

B. Imminent Danger. When there exists an imminent danger or peril to human life, limb or property, and any delays resulting from the application for a warrant would materially increase the likelihood of loss from such danger or peril; or

C. Public Areas. When the inspection and/or abatement can be executed in areas held open to the general public; or

D. Business. When the inspection or entry for abatement purposes is of a business recognized by law as being a traditionally licensed and regulated enterprise for which no reasonable expectation of privacy exists.

Section 7.04 Requirements for Issuance of Inspection Warrant

A. Probable Cause. No Inspection Warrant shall be issued except upon citation to specific laws requiring or permitting inspections, or on the presentation of evidence of probable cause to believe that a violation or violations of the Code of the City of Laredo, or state or federal statutes providing for such inspections to be made by City inspectors are present in the premises sought to be inspected. In determining probable cause, the magistrate is not limited to evidence of specific knowledge, but may consider any of the following:

1) The age and general condition of the premises;

2) Previous violations or hazards found present in the premises;

3) The type of premises;

4) The purposes for which the premises are used; and

5) The presence of hazards or violations in, and the general condition of, premises near the premises sought to be inspected.

B. Affidavit. A sworn affidavit setting forth substantial facts to-ward establishing probable cause or the statutory basis for inspection shall be filed in every instance in which an Inspection Warrant is requested.

Section 7.05 Inspection Warrant Formalities

An Inspection Warrant issued pursuant to this chapter is sufficient if states: That it run in the name of "The State of Texas"; That it identify, as near as may be, those premises to be inspected; That it commands an inspector to inspect forthwith the premises described; and That it be dated and signed by the magistrate.

Section 7.06 Requirements for Issuance of Abatement Warrant

No Abatement Warrant shall be issued except upon the presentation of a sworn statement by an inspector indicating direct personal knowledge of the existence of a specific violation of law in or at the premises sought to be entered. The sworn statement must specify the type of violation, what provision of law is violated, when it was observed by the inspector and under what circumstances and where on the premises the violation was observed. No Abatement Warrant shall be issued unless the inspector seeking it has personal knowledge of the violation specified in the sworn statement.

Section 7.07 Abatement Warrant Formalities

An Abatement Warrant issued pursuant to this chapter is sufficient if it contains the following: That it run in the name of "The State of Texas"; That it identify with specificity the violation to be abated; That it identify with specificity the law violated: That it identify, as near as may be, those premises or that portion of those premises where the violation to be abated exists; That it command an inspector forthwith to abate or cause to be abated the listed violation at the specified location; and That it be dated and signed by the magistrate.

Section 7.08 Inspection and Abatement Warrants

Upon presentation to a magistrate by an inspector of facts sufficient to constitute probable cause to believe that a violation exists which requires immediate abatement because it presents an imminent danger or threat to human life or health, an Inspection and Abatement Warrant may be issued by the magistrate. All of the requirements for issuance of both an Inspection Warrant and an Abatement Warrant must be met for the issuance of an Inspection and Abatement Warrant, except that the inspector's sworn statement is not required to reflect the inspector's personal knowledge of the existence of the violation to be abated where sufficient facts are presented to constitute probable cause to believe that the violation exists. An Inspection and Abatement Warrant issued pursuant to this chapter shall be sufficient it if contains all of the formalities for issuance of both an Inspection Warrant and an Abatement Warrant.

Section 7.09 Execution of Warrants

An inspector to whom an Inspection, Abatement, or Inspection and Abatement Warrant is delivered shall execute it without delay and forthwith return it to the proper magistrate. It may be executed within three (3) days from the time of its issuance, and shall be executed within a shorter period if so directed in the warrant by the magistrate. The inspector shall, upon going to the place ordered to be inspected or entered in order to have a violation abated, give notice of his purpose to the person who has charge of or is a resident of the place or who has possession of the property described in the warrant. If such persons cannot be found, upon execution of the warrant, a copy of said warrant shall be affixed to the front door of the building or premises inspected or where abatement has occurred.

Section 7.10 Days Allowed for Warrant to Run

The time allowed for the execution of an Inspection, Abatement, or Inspection and Abatement Warrant shall be three (3) whole days, exclusive of the day of its issuance and of the day of its execution. The magistrate issuing a warrant under the provisions of this article shall endorse on such warrant the date and hour of the issuance of the same.

Section 7.11 How Return is Made

Upon returning the Inspection, Abatement, or Inspection and Abatement Warrant, the inspector shall state on the back of the same, or on some paper attached to it, the manner in which it has been executed and shall likewise deliver to the magistrate a copy of any report and inventory resulting from any inspection or abatement.

Section 7.12 Power of Inspector Executing Warrant

The execution of a warrant issued pursuant to this article shall not include any authority to make arrests or to seize tangible goods of a violation.

Section 7.13 Records to be Kept

The Magistrate shall keep a record of all proceedings had before him in the cases of Inspection, Abatement, and Inspection and Abatement Warrants as part of the official records of his court.

Section 7.14 Conflicts

No provision of this article is intended to conflict with any State or Federal law, and the powers and rights granted herein are in addition to any rights granted by State or Federal law.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause,

sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by state law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE

_____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
BY: KRISTINA K. LAUREL HALE
FIRST ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) **1.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Public hearing allowing interested persons to comment on the proposed amendment to the City of Laredo's 2014 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling $892,075.00. It is proposed that the funds be utilized to fund the construction of a soft surface track at De Llano Park, $125,000.00; rehabilitation of the Santo Niño Community Center, $350,000.00; District V Median Beautification Phase III, $63,977.00; and the acquisition, design, and construction of a neighborhood park in the San Francisco neighborhood $353,098.00. It is further proposed that the newly created projects be funded through the use of fund balances and canceled projects identified below:

CDBG FUND BALANCES TO BE REPROGRAMMED
33rd, 34th, 35th, 36th, 37th, 39th, and 40th Action Years

Sidewalks District V Project 37	$3,660
Eistetter Facility Expansion	$4,893
Chacon Creek Acquisition	$67,843
Sidewalks District V Project 43	$112,874
Taylor Park Parking	$653
Eistetter Park Court Shade	$4,480
Sidewalks District V Project 57	$62,417
Cigarroa Park Area Improvements	$82,157
Total Fund Balances	**$338,977**

PROJECTS TO BE CANCELED

Cigarroa Splash Park	$200,000
Plaza Theater Acquisition (Repayment)	$353,098
Total	**$553,098**

(Approved by Finance & Operations Committees)

PREVIOUS COUNCIL ACTION

None

BACKGROUND

A substantial amendment regarding the use of CDBG funds requires that citizens be informed of the proposed changes and be provided an opportunity to comment.

Staff is proposing an amendment to the City of Laredo's 2014 Consolidated One-Year Action Plan for the purpose of reprogramming Community Development Block Grant (CDBG) funds totaling $892,075. It is proposed that the funds be utilized to fund the construction of a soft surface track at De Llano Park, $125,000; rehabilitation of the Santo Niño Community Center, $350,000; District V Median Beautification Phase III, $63,977; and the acquisition, design, and construction of a neighborhood park in the San Francisco Neighborhood, $353,098. It is further proposed that the newly created projects be funded through the use of fund balances and canceled projects.

In adherence with the Citizens Participation Plan, citizens are being given thirty (30) days, beginning February 22, 2015 through March 24, 2015 to provide oral and/or written comments.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Public Hearing be held.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	2014 CDBG 40th AY
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds to be Reprogrammed:

Sidewalks District V Project 37	211-9340-535-1392	$3,660
Eistetter Facility Expansion	211-9480-555-1411	$4,893
Chacon Creek Acquisition	211-9580-555-1428	$67,843
Sidewalks District V Project 43	211-9640-535-1416	$112,874

Taylor Park Parking	211-9680-555-1436	$653
Eistetter Park Court Shade	211-9680-555-1440	$4,480
Sidewalks District V Project 57	211-9740-535-1305	$62,417
Cigarroa Park Area Improvements	211-8280-555-1359	$82,157
Total Fund Balances		**$538,977**

Projects to be Canceled:

Cigarroa Splash Park	211-8480-555-1366	$200,000
Plaza Theater Acquisition (Repayment)		$353,098
Total		**$553,098**

Public Hearings (also Intro Ord) **2.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Public hearing and introductory ordinance authorizing the City Manager to amend the FY 2014-2015 Department of Community Development Budget by increasing revenues and expenditures in the amount of $353,098.00 in order to appropriate Community Development Block Grant (CDBG) funds available due to a repayment to the U.S. Department of Housing and Urban Development for the cancelation of the Plaza Theater Acquisition project funded with CDBG Funds. **(Approved by Finance & Operations Committees)**

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The 2015 Community Development Block Grant Budget must be amended to appropriate funds by increasing revenues and expenditures in the amount of $353,098 in order to appropriate Community Development Block Grant (CDBG) funds that are available due to the repayment and cancelation of the Plaza Theater Acquisition project funded thru U.S. Department of Housing & Urban Development. The appropriated funds are proposed to be used for the acquisition, design, and construction of a neighborhood park in the San Francisco-Xavier Neighborhood.

COMMITTEE RECOMMENDATION

To amend the FY 2014-2015 Department of Community Development Budget by increasing revenues and expenditures in the amount of $353,098.00.

STAFF RECOMMENDATION

Staff recommends approval of this amendment.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	N
Source of Funds:	CDBG
Account #:	

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

	Budget 2015	Proposed Amendment	Amended Budget 2015
Revenue	0	353,098	353,098
Expenses	0	353,098	353,098

Attachments

CD Budget Amendment

ORDINANCE NO.

AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2014-2015 DEPARTMENT OF COMMUNITY DEVELOPMENT BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $353,098 IN ORDER TO APPROPRIATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AVAILABLE DUE TO THE REPAYMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE CANCELATION OF THE PLAZA THEATER ACQUISITION PROJECT FUNDED WITH CDBG FUNDS.

WHEREAS, The City Council previously adopted the budget for fiscal year 2014-2015; and

WHEREAS, The City of Laredo provided repayment of $353,098 to the U.S. Department of Housing and Urban Development for the cancellation of the Plaza Theater acquisition with CDBG funds;

WHEREAS, These CDBG funds are not currently appropriated; and,

WHEREAS, The City Council finds it to be in the best interest of the City of Laredo, Texas to amend the FY 2014-2015 Department of Community Development Budget by increasing revenues and expenditures by $353,098 to fund the proposed acquisition, design, and construction of a park in the San Francisco-Xavier Neighborhood.

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

1. The FY 2014-2015 Department of Community Development Budget is hereby amended to appropriate $353,098 in CDBG funds.
2. The grant funds will be deposited in the City of Laredo Department of Community Development CDBG budget.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM;

BY: _____
RAUL CASSO
CITY ATTORNEY

Public Hearings (also Intro Ord) **3.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rosario C.Cabello, Financial Services Director

SUBJECT

Public hearing and introductory ordinance amending the City of Laredo's FY 2015 Sports and Community Venue Fund budget by appropriating a drawdown from fund balance in the amount of $525,000.00 for partial payment to Laredo Baseball Holding, Inc. ("LBH") for the leasing and operations of the ballpark. Funding is available in the Sports and Community Venue Fund. **(Approved by Finance & Operations Committees)**

PREVIOUS COUNCIL ACTION

A Memorandum of Understanding between the City of Laredo and Laredo Baseball Holding, Inc. ("LBH") for the leasing and operations of the ballpark was approved by the City Council on September 30, 2014.

BACKGROUND

The City shall contribute an initial fee of Seven-Hundred-Thousand Dollars ($700,000.00) which should be paid and distribute in two (2) payments as follows: within 30 days after the effective date of the Agreement, LBH shall receive from the City a one-time payment of $525,000.00; and exactly one (1) year later, LBH shall receive a one-time payment of $175,000.00; which will be paid out of the FY 2016 budget.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Conduct public hearing and introduce this ordinance.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Sports Community Venue
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Sports and Community Venue Fund

	Amended Budget	Revised Budget	Amendment
Opening Balance	$ 17,643,553	$ 17,643,553	$ -
Revenues	$ 8,302,905	$ 8,302,905	$ -
Total Available	$ 25,946,458	$ 25,946,458	$ -
Expenditures	$ 6,728,150	$ 7,253,150	$ 525,000
Closing Balance	$ 19,218,308	$ 18,693,308	($ 525,000)

Note: Funding will be available in the following line item budget:
Professional Services/Consulting Fees
Account Number: 256-3112-553-5526

Attachments

Ordinance

Lease Agreement LBH, Inc

INTRODUCTORY ORDINANCE

AMENDING THE CITY OF LAREDO'S FY 2015 BUDGET BY APPROPRIATING A DRAWDOWN IN THE AMOUNT OF $525,000.00 FROM THE SPORTS AND COMMUNITY VENUE FOR PARTIAL PAYMENT TO LAREDO BASEBALL HOLDINGS, INC. ("LBH") FOR MANAGING THE BASEBALL STADIUM. FUNDING IS AVAILABLE IN THE SPORTS AND COMMUNITY VENUE FUND.

WHEREAS, on September 15, 2014, City Council authorized the proposed annual budget for fiscal year 2015; and

WHEREAS, on September 30, 2014, City Council approved a Memorandum of Understanding between the City of Laredo and Laredo Baseball Holding, Inc.; and

WHEREAS, it is being requested to amend the budget for the Sports and Community Venue Fund by appropriating drawdown available from fund balance;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS;

Section 1: Amending the City of Laredo's FY 2015 budget by appropriating additional expenditures in the amount of $525,000.00 for the Sports and Community Venue Fund.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
RAUL CASSO
ATTORNEY

OPERATIONS/LEASE AGREEMENT

Between

LAREDO BASEBALL HOLDINGS, INC.

And

THE CITY OF LAREDO, TEXAS

TABLE OF CONTENTS

OPERATIONS/LEASE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This Operations/Lease Agreement (the "Lease") is made and entered into effective as of the ____ day of _____, 2015 (the "Effective Date") by and between the City of Laredo, Texas, a home rule city organized under the Constitution of the State of Texas ("City"), and Laredo Baseball holdings, Inc., a corporation form under the laws of Texas (" LBH").

RECITALS

Whereas, the Laredo Lemurs ("Lemurs") are a professional baseball team, who are members of the American Association of Independent Professional Baseball and who were previously owned by Laredo Baseball Investors, LLC, a limited liability company formed in Texas ("Laredo Baseball Investors"); and

Whereas, City entered into a Development Agreement on August 9, 2010, with Ventura Sports Group – Laredo, Inc. (sic) a limited liability company form in Texas, ("Ventura"), for the development of the municipal baseball stadium in which the Lemurs now play baseball; and

Whereas, Ventura is a managing member of Laredo Baseball Investors; and

Whereas, City entered into an Operations and Lease Agreement with Laredo Baseball Investors on September 7, 2010, setting out the terms of use of the municipal baseball stadium by the Lemurs; and

Whereas, on _____ ___, 2015, Laredo Baseball Investors and Ventura assigned all of their rights, title and interest in the Lemurs, the Development Agreement and the Operations and Lease Agreement to LBH, subject to the approval of City; and

Whereas, on _____ ___, 2015, City and LBH entered into a Memorandum of Understanding regarding the terms and conditions of a new Operations and Lease Agreement, City's approval of the assignment of the existing Development Agreement and the Operations and Lease Agreement from Laredo Baseball Investors and Ventura to LBH, and a complete and final release between City and Laredo Baseball Investors and Ventura; and

Whereas, on _____ ___, 2015, City and LBH entered into a First Amendment to the Memorandum of Understanding ("MOU") regarding the aforementioned matters, revising the value of the marketing and management fee components of the original Memorandum of Understanding; and

Whereas, pursuant to the terms of the MOU City and LBH desire to substitute and replace the existing Development Agreement and the Operations and Lease Agreement with this Agreement; and

Whereas, City and LBH acknowledge that their respective duties and obligations hereunder, are absolute and unconditional, except where specifically provided to the contrary herein; and

Whereas, the development of business and tourism within the City of Laredo is a public purpose and the City Council of the City of Laredo has determined that the continued operation of the Lemurs shall encourage, promote, attract, and stimulate development, growth and expansion of business, commerce, tourism with the City of Laredo; and

Whereas, in view of the foregoing, City by and through its City Council has determined that the lease, management and operation of the Facility by LBH, pursuant to the terms expressed herein, is in the best interest of the City of Laredo and the welfare or its residents and is a valid public purpose.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, City hereby leases to LBH, and LBH hereby leases from City, the Demised Premises for the Term, on the following terms, conditions and covenants:

The Recitals set forth above are affirmed by the parties and included herein by reference as if set out in full for all intents and purposes.

ARTICLE I.
DEFINITIONS;LBH ENGAGEMENT

1.1 The following list sets out certain defined terms pertaining to this Lease:

"Ad Valorem Taxes" means ad valorem taxes or any other taxes that are substantially equivalent to ad valorem taxes that are imposed by any Taxing Authority.

"Additional Rent" has the meaning set forth in Section 2.4.

"Advertising" shall mean all announcements, acknowledgments, banners, signs, show bills, and other audio or visual commercial messages displayed, announced or otherwise presented in the Facility including video messages.

"Affiliate" and "Affiliated Person" means, with respect to any Person, (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and (b) with respect to any natural Person, any child, stepchild,

grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in law, daughter-in-law, son-in-law, sister-in-law or brother-in-law of such specified Person, including any such relationship created by adoption. For purposes of this definition, the term "control", "controlling", or "controlled" means (a) the power to direct the management and policies of a Person, or (b) the ownership directly or indirectly of more than 10% of the securities having ordinary voting power for the election of directors of a corporation or more than 10% of the partnership or other ownership interests in any other Person.

"Applicable Laws" means any and all laws, ordinances, codes, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, rules, permits or certificates of any Governmental Authority in any way applicable to the Demised Premises or any portion thereof, including, but not limited to, any of the foregoing dealing with the design, construction, ownership, use, leasing, maintenance, service, operation or condition of the Demised Premises, zoning or parking requirements and Environmental Laws.

"Audited" is defined in Section 18.2.

"Auditor" is defined in Section 18.2.

"Base Rent" has the meaning set forth in Section 2.3.

"Business Day" means any day other than a Saturday, a Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Texas. Use of the word "day" as opposed to Business Day means calendar day.

"City" has the meaning set forth in the preamble to this Lease.

"City's Mailing Address" means 1110 Houston Street, Laredo, Texas 78040, Attn: City Manager.

"Change of Control" means that at any time after the Effective Date (a) any "person" (as such term is used in Section 13(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that any such person has the right to acquire, whether such right is exercisable immediately or after the passage of time), directly or indirectly of 50% or more of the Equity Interests of LBH or the General Partner or (b) the General Partner is not the sole general partner of LBH.

"Default Rate" means the Maximum Lawful Rate in effect on such date of Default.

"Demised Premises"means the Land together with the Facility.

"Effective Date" has the meaning set forth in 25.25.

"Entire Facility" has the meaning set forth in Section 18.15.

"Environmental Laws" means any applicable federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now in effect or adopted in the future (but then only subsequent to its adoption) and in each case as amended and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or hazardous materials, including, without limitation those laws relating to the storage, handling and use of chemicals and other hazardous materials, those laws relating to the release, discharge, generation, processing, treatment, storage, transport, disposal, investigation, remediation or other management of waste materials of any kind, and those relating to the protection of threatened or endangered species or environmentally sensitive areas.

"Environmental Permits" has the meaning set forth in Section 9.1.

"Equity Interests" means (a) with respect to a partnership, any and all interests, units, participations or other equivalents (however designated and whether or not voting) of partnership interests in such partnership, including all classes and series of such interests and (b) with respect to a corporation or a limited liability company, any and all shares, interests and participations (however designated and whether or not voting) in such corporation's preferred or common equity or such limited liability company's equity, in each case including all classes and series of such equity.

"Event(s) of Default" has the meaning set forth in Section 21.1.

"Facility" shall mean the improvements constructed on the land including but not limited to a baseball stadium (including offices, storage spaces, suites, concession areas, restaurants, ticket office, press box, stores, control rooms) common areas and paved parking areas and all other related facilities constructed in accordance with the plans and specifications prepared by HKS Architects.

"First Class Operation" means the operation at a standard substantially equivalent to one or more of the following baseball venues as in effect on the Effective Date: Quik Trip Park, Grand Prairie, Texas; Haymarket Park, Lincoln, Nebraska; Dr. Pepper Stadium, Frisco, Texas.

"Force Majeure" means a force beyond the reasonable ability of the party to overcome using reasonable diligence which causes a party to this Lease to be unable to perform any of its obligations hereunder in a timely manner, such as weather, strikes, riots, acts of God, war, unavailability of labor or material, governmental laws, regulations or restrictions or other similar causes; provided, that the failure or inability to pay any monetary amount shall not be deemed to be an event of Force Majeure.

"Franchise Agreement" means the Franchise Agreement to be entered into between LBH and the American Association of Independent Professional Baseball League, or other Independent Professional Baseball League of choice as may be mutually agreed to by City

and LBH, relating to the grant of a minor league professional baseball team at the Demised Premises, in a form reasonably acceptable to City.

"GAAP" means generally accepted accounting principles, consistently applied, as in effect in the United States.

"Governmental Authority" means any and all applicable courts, boards, agencies, commissions, offices or authorities of any governmental unit (federal, state, county, district, municipal, city or otherwise).

"Hazardous Materials" means (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls, lead paint, putrescible and infectious materials, and radon gas; (b) any chemicals or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "solid wastes," "toxic substances", "toxic pollutants", "contaminants" or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law or Governmental Authority or which is regulated because of its effect or potential effect on health and the environment.

"Improvements" means all buildings and other improvements that may now or hereafter be situated on the Land, including, but not limited to, the Initial Improvements.

"In Kind Contribution" means goods or services rather than money (payment in cash or in kind). The acceptable valuation of any in kind contribution is to be mutually agreed to at the time the contribution, so long as any such contribution equate to what would otherwise have been a payment in cash.

"Land" means that certain parcel of real property more particularly described on Exhibit A attached hereto.

Leesee means Laredo Baseball Holdings, Inc., a corporation form under the laws of Texas.

"Lease Year" means a period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31, except that the first Lease Year begins on the Effective Date and ends on the next following December 31 and the last Lease Year begins on January 1 of the calendar year in which the Term ends and ends on the last day of the Term.

"Lemurs" shall mean a professional baseball team, who are members of the American Association of Independent Professional Baseball.

"Licensee" means a licensee, concessionaire, occupant, permitted assignment or permitted sub or anyone claiming by, through or under such person or entity.

"Lien" means any mortgage, charge, pledge, lien, privilege, security interest, hypothecation or other encumbrance upon or with respect to any property or assets or any kind, whether real or personal tangible or intangible, now owned or hereafter acquired.

"Material Adverse Effect" means a material adverse effect on the financial condition, business, and/or assets, results of operation of a Person or its prospects.

"Material Alterations" means any modification, alteration, or improvement (excluding interior signage) to the Improvements that would either (a) change the exterior appearance of the Initial Improvements, (b) cause the Improvements not to be able to be operated as a First-Class Operation, (c) alter, modify or affect the exterior design or the structural integrity of the baseball stadium that constitutes a portion of the Initial Improvements, (d) cost $25,000.00 or more or (e) cause the aggregate costs of all modifications, alterations and improvements to the Improvements in a Lease Year to exceed $25,000.00; provided, that alterations to construct or modify signage requested by a Naming Rights Purchaser shall not be considered "Material Alterations" if the signage is consistent with family-oriented entertainment and City has consented to such construction or modifications, which consent shall not be unreasonably withheld or delayed.

"Maximum Lawful Rate" means the maximum non-usurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged or received on any indebtedness or other sum becoming due and owing under this Lease, under the laws which are presently in effect of the United States and the State of Texas applicable to the Person entitled to collect such interest and such indebtedness or, to the extent permitted by Applicable Law, under such Applicable Laws of the United States and the State of Texas which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than Applicable Laws now allow.

"Memorandum of Understanding" (MOU) means that certain First Amendment to the Memorandum of Understanding between LBH and City that was approved by City Council on the __ day of _____, 2015, which addresses certain terms and conditions that the Parties wished to be included in this Operations/Lease Agreement.

"Net Profits" means, and shall be determined each year by, the calculation of all revenue generated by any revenue stream, (including but not limited to naming rights, ticket sales, sponsorships, Advertising Revenue, parking fees, merchandise, concessions, and profits derived from contracts with third party vendors,) and deducting operational costs (which only includes such costs that were both approved budgeted items under this Agreement and that were actually incurred for such year) and the Annual Management Fee for that year.

"Notice" has the meaning set forth in Article XXIII.

"Officer" means as to any Person, the Chairman of the Board, the President, any Vice President, the Treasurer or any Assistant Treasurer, the Secretary or any Assistant Secretary

of such Person, and in the case of a limited partnership, means any such Officer of the general partner and, in the case of a limited liability company, a member or manager.

"Officers' Certificate" means as to any Person, a certificate signed on behalf of such Person by two Officers of such Person, at least one of whom shall be, in the case of a partnership, either the Chairman of the Board, the President or a Vice President or similar officer of the general partner, and, in the case of a corporation, either the Chairman of the Board, the President or a Vice President of such Person, stating that, in the opinion of the signers, they have made such examination or investigation as is necessary to enable them to express an informed opinion as to the information set forth therein.

"Person" means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Personal Property" means any and all equipment, furniture, fixtures and other tangible personal property that are (a) owned by LBH and (b) located on or attached to the Demised Premises, together with any and all replacements of such equipment, furniture, fixtures and other tangible personal property.

"Project" means the Land together with the Improvements.

"Real Estate Assessments" has the meaning set forth in Section 5.2.

"Release" or "Released" means disposed, discharged, injected, spilled, leaked, leached, migrated, dumped, emitted, escaped, emptied, seeped or placed in, on or under any land or water or air, or otherwise entered into the environment, and as otherwise more broadly defined in applicable Environmental Law.

"Renewal Notice" has the meaning set forth in Section 2.5.

"Renewal Period" has the meaning set forth in Section 2.5.

"Response Action" has the meaning set forth in Section 9.1.

"Repair Account" means an account that may be opened by City in the event that the Facility is damaged or destroyed, and such damage or destruction is a covered event under an insurance policy held by LBH or City. The funds in the Repair Account shall be the property of City and shall be used for the replacement or repair of the Facility as provided in Article XI.

"Lease" has the meaning set forth in the preamble to this Lease.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, association, trust or other entity of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a

majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interests in the capital or profits of such partnership, limited liability company, joint venture or association or (c) the beneficial interests in such trust or other entity, is at the time directly or indirectly owned or controlled by such Person, any such Person and one or more of its other Subsidiaries, or by one or more of such Person's other Subsidiaries.

"Taxing Authorities" means Webb County, the City of Laredo, Texas, United Independent School District, Laredo Community College and any other taxing authority that either has or may obtain jurisdiction to impose Ad Valorem Taxes with respect to the Land or the Lease, including, among others, the State of Texas or the United States.

"LBH" has the meaning set forth in the preamble to this Lease.

"LBH'S Mailing Address" means Laredo Baseball Holdings Inc., 2100 Ross Avenue, Suite 750, Dallas, Texas 75201.

"LBH'S Personal Property Taxes" has the meaning set forth in Section 5.6.

"Term" is defined in Section 2.1.

.

"Trade Name" is defined in Section 4.2.

"TULIP" has the meaning set forth in Section 12.6.

1.2 Managing Operator. Subject to City's operation of City Events, as more fully described herein, LBH shall be the sole and exclusive manager and operator of the Facility during the Term hereof with sole responsibility and full control and discretion in the operation, direction, management and supervision of the Facility and its staff, subject to and as more fully described in this agreement.

1.3 Duty of LBH.LBH shall owe to City a duty to perform its obligations under this agreement and to conduct the management and operation of the Facility at all times with integrity and good faith, as further expressed in Section 6.2(e).

1.4 City's Representative. The City Manager of the City of Laredo shall be City's authorized representative who shall act as a liaison and contact person between City and LBH in administering and implementing the terms of this agreement. City shall have the right to designate a substitute authorized representative by providing written notice thereof to LBH. City's Representative, or authorized designee thereof, shall respond to requests for review, consents or waivers within ten (10) Business Days after submittal, and failing a written notice of disapproval within such time period, LBH may request the matter be presented to City Council for consideration at the earliest available public meeting. Notwithstanding the foregoing, the City Council of the City of Laredo shall be required to consent to any amendment of this agreement or to any other request for consent that is not related to administration of the terms of this agreement. All administrative and ministerial consents

shall be given by City's Representative on behalf of City. LBH or any other Person dealing with City in connection with this agreement or any matter governed by this agreement may rely and shall be fully protected in relying upon the authority of City's Representative or any such designee to act for and bind City in any such matter.

1.5 LBH'S Representative. Marcus Holliman shall be LBH'S authorized representative who shall act as liaison and contact person between City and LBH in all matters concerning this Agreement. LBH shall have the right to designate a substitute authorized representative by providing written notice thereof to City. The LBH Representative, or his authorized designee, shall respond to requests for review, consents or waivers within ten (10) Business Days after submittal, and failing a written notice of disapproval within such time period, the request shall be deemed approved or the consent granted. City and any other Person dealing with LBH in connection with this Agreement or any matter governed by this Agreement may rely and shall be fully protected in relying upon the authority of LBH Representative or any such designee to act for and bind LBH in any suchmatter.

1.6 Intentionally deleted.

ARTICLE II.
TERM; RENT

2.1 Term. The term of this Lease (the "Term") commenced on the Effective Date and shall continue for twenty (20) years subject to extension in accordance with Section 2.5 and subject to earlier termination in accordance with this Lease.

2.2 Payment of Rent.LBH shall pay to City, without offset or deduction, the Rent in accordance with this Lease. Rent for any partial month shall be prorated on a per diem basis.

2.3Base Rent.LBH shall pay to City annually one (1.00) dollar base rent ("Base Rent"), commencing on the first business day of January of each year.

2.4 Additional Rent. As additional rent ("Additional Rent")LBH shall pay to City for each Lease Year commencing on Lease Year ending on December 31, 2015, sixty percent (60%) of all Net Profits for each year.Net Profits, when available, shall be distributed annually and shall be determined by deducting operational costs (which only includes such costs that were both approved budgeted items under this Agreement and that were actually incurred for the year in question) and the Annual Management Fee for that year, from all revenue generated by any revenue stream for the year in question. In determining Net Profits for any given year, LBH shall not be allowed any offset for losses that may have been incurred in prior years.

2.5 Renewal Option. Upon approval by City, LBH shall have the right to extend the term for two (2) renewal periods of five (5) years (the "Renewal Period")under the same terms and conditions by written notice to City (the "Renewal Notice") given no earlier than 18 months nor later than 12 months prior to the expiration of the Term; provided, however, that at the time of such notice and at the commencement of the Renewal Period, (a)LBH remains in

occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term.

2.6 Late Payment of Rent.LBH shall pay a late charge of 10 percent per annum of any Additional Rent not received by City by the 31st day of January of the year immediately subsequent of the year the Additional Rent becomes due.

ARTICLE III.
CONDITION OF DEMISED PREMISES

3.1 Except as provided herein, City has made no representations in regards to the Demise Premises; and, LBH has had sufficient opportunity to fully inspect the Demised Premises, and same are delivered to LBH and are being leased by LBH "**AS IS**", "**WHERE IS**" and "**WITH ALL FAULTS**," and City makes no representation or warranty of any kind, expressed or implied, with respect to the condition of the Demised Premises (including habitability or fitness for particular purpose of the Demised Premises or that the Improvements have been or will be constructed in a good and workmanlike manner).**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, CITY HEREBY DISCLAIMS, AND LBH WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR PURPOSE**.

3.2 Intentionally deleted.

ARTICLEIV.
USE; NAMING RIGHTS; LOGO;APPLICABLE LAWS;ADVERTISING

4.1 Permitted Use.LBH covenants and agrees that at all times during the Term, the Demised Premises shall be used and occupied for use primarily as a venue for live, Lemur baseball games, but may also be incidentally used for conventions, concerts, movies, meetings, festivals, fundraising galas and uses for which venues set forth in the definition of First-Class Operation are used; provided that the Demised Premises shall not be used by LBH in any manner that would violate or be inconsistent with any ordinance or regulation of City of Laredo or any other Applicable Laws; provided, further, that the Demised Premises shall not be used by LBH in any manner that is not considered "family oriented" in City's reasonable discretion; and provided, further, that LBH may have concerts on the Demised Premises only to the extent that all consents, including but not limited to the consent of City's representative, have been obtained and are in full force and effect.

4.2 Advertising.LBH shall have the exclusive right to post, exhibit or display any Advertising at the Facility. LBH shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all Fixed and Permanent Advertising in the Facility and all Temporary Advertising for Events sponsored by LBH. In addition, LBH shall enter into marketing and advertising agreements' with third parties, setting forth the consideration for, the manner and

the method of such advertising and marketing arrangements. Subject to City's prior approval, as provided herein, LBH shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements: (i) for the use of Advertising space within the Facility or any part thereof and all advertising rights of whatever kind or nature related thereto; or (ii) for the sale, promotion, marketing and use of all names, trademarks, trade-names, logos and similar intangible property relating to the Facility or any part thereof.

4.3 Naming Rights.

(a) LBH shall have the exclusive right to sell, license or otherwise grant the naming rights to some or all of the Facility including Facility concourses, the baseball stadium, baseball field or any part of the Facility (the "Name"), subject to any baseball franchise regulations, on such commercially viable terms and conditions as LBH shall determine (the "Naming Rights"). City reserves the right to disapprove and thus prohibit any name for the Facility (including any name for the concourses or other part of the Facility) that the City Council, reasonably but in its sole discretion, deems in bad taste or offensive to City's image, or a source of embarrassment to City. If LBH wishes to sell or license the Naming Rights to a tobacco or alcoholic beverage company, then LBH may propose such company to the City Council for its approval.

(b) Except as provided in Article VI., herein, all expenses incurred in the marketing or sale of Naming Rights for the Facility, or any part thereof, including the cost of signage, shall be borne by LBH.

(c) Intentionally deleted

(d) In the event the Naming Rights to the Facility are not sold pursuant to this Section 4.3, LBH agrees that the Facility shall be referred to as "Laredo Stadium" and the trademark associated therewith shall be the sole property of City; provided, however, City shall grant to LBH the right to use such name in connection with the operation of the Facility under this Agreement.

(e) The name of the Facility shall include "Laredo", unless waived in writing by City, and shall not include any reference to any other city, state, country or geographic location. Naming Rights shall be subject to the terms of this Agreement and the right shall terminate on either the expiration or termination of this Agreement.

4.4 Logo

(a) The logo, attached hereto as Exhibit "B", which includes the Name and "Laredo, Texas" is hereby approved and LBH shall use such logo on the Lemurs letterhead, signage and its website. The font style and size of all words other than "Laredo Texas, shall be reasonably proportional to the words "Laredo, Texas". LBH will have all ownership rights and trademark rights to such logo.

(b) LBH shall use commercially reasonable efforts in its reasonable business judgment to promote the Name regionally, and all promotional efforts (whether regional or national) shall include, and not be limited to:

i. including such logo in advertising, on appropriate venue-specific merchandise, and in press and promotional materials, as may be commercially reasonable;
ii. creating a link to City's website on LBH'S website;
iii. featuring the logo during television shows produced by LBH or any of its Affiliates;
iv. distributing schedules showing upcoming events and featuring the logo; and
v. featuring City's name in print advertising;

(c) To the extent that third parties advertise the Facilities or its programs under a contractual advertising arrangement with LBH, such third parties shall be required by LBH to use commercially reasonable efforts to state that the location of the Facilities is in Laredo, Texas.

(d) Modifications to the foregoing may be made with the consent of City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, LBH shall not use City's name for any purpose other than as set forth herein without City's prior written consent.

4.5 License.LBH hereby grants to City for the duration of the Term of the Lease a royalty-free, nonexclusive right and license to use the Facility Name and Logo (to include the baseball team logo if different) in connection with the identification of the Project, the promotion of events and activities at the Project, and the production and distribution on a complimentary basis of apparel, souvenirs and other merchandise identifying the Project, but solely in connection with the customary promotion of City according to guidelines reasonably acceptable to LBH and so long as said apparel, souvenirs and other merchandise identifying the Project or baseball team are purchased from LBH at cost and without mark-up. To the extent that the Facility Name or Logo incorporates the trademark of a sponsor, LBH shall secure the necessary rights from such sponsor consistent with the foregoing sentence.

4.6 Compliance with Applicable Laws.LBH shall, at LBH'S expense:

(a) Timely procure and maintain any and all permits, licenses and other governmental authorizations required for the transaction of its business in the Demised Premises and timely comply with all Applicable Laws;

(b) Promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or on, or connected with, the Demised Premises; and

(c) Comply with and observe all restrictive covenants that affect or are applicable to the Demised Premises.

4.7 Advertising by City.LBH shall provide to City free of charge the following advertisements in the Project and its operations:

(a) Two (2) full pages of advertising in the LBH'S Game Day Program (in such location in the Program as LBH and City mutually agree) so City can advertise its City owned venues;

(b) Use of the video board two times at each baseball game or event (once during the second inning and once during the fourth inning for a baseball game or comparable times for other events) to advertise City venues or City Events. Message shall not exceed 30 seconds in duration; and

(c) City will be allowed to make two verbal announcements not exceeding 30 seconds each during each baseball game or event (once during the third inning and once during the fifth inning of a baseball game or comparable times for other events) to promote City Events or City venues.

(d) City shall not advertise events at the Facility that will compete with LBH'S events at the Facility by either time or type unless expressly authorized, in writing, by LBH.

ARTICLE V.
TAXES

5.1 Ad Valorem Taxes. City and LBH intend that the Demised Premises will be completely exempt from Ad Valorem Taxes (whether imposed by City or another Taxing Authority) both as to the fee interest on such property as well as to the leasehold interest under the Lease.

5.2 Real Estate Assessments. In addition to LBH'S obligation to pay any Ad Valorem Taxes pursuant and subject to Section 5.4 if any, City LBH shall be solely liable for and obligated to pay any assessments (general or special), parking surcharges, governmental charges of any kind including charges for services such as street maintenance and fire protection, and any other taxes, assessments, levies or governmental charges relating to the Demised Premises which are to be paid in accordance with Section 5.4 or any taxes that replace any of the foregoing ("Real Estate Assessments") levied or assessed with respect to the Demised Premises during the Term. During the Term, at least fifteen (15) days prior to the date the Real Estate Assessments become delinquent, City LBH shall pay all Real Estate Assessments and furnish City with evidence thereof.

5.3 Change in Taxation. If the present method of taxation is changed at any time during the Term, so that, in lieu of the whole or any part of any Ad Valorem Taxes or Real Estate Assessments levied, assessed, or imposed on the Demised Premises, there is levied, assessed or imposed on City a tax assessment, levy or other governmental charge directly on the Rent

received under the Lease and/or a rent or other tax, assessment, levy or other governmental charge measured by or based directly upon the Rent or existing or future improvements on the Land, then all such taxes, assessments, levies, or governmental charges, to the extent so measured or based upon such rents or improvements, shall be included within the term "Real Estate Assessments" for all purposes hereof except that LBH shall not be liable for City's income taxes based in whole or in part on City's net income (if City hereafter becomes liable for the payment of any such taxes). Furthermore, if a sales, use or similar tax (however denominated) is imposed on the rents, or any portion thereof, payable under this Lease, LBH shall be solely and exclusively obligated for the timely payment thereof. Subject to applicable law, City shall use its best efforts not to approve a "ticket tax" with respect to the Demised Premises unless the "ticket tax" would apply generally to entertainment venues in the City of Laredo, Texas.

5.4 Responsibility for Taxes. If for any reason during the Term, all or any part of the Demised Premises and/or the leasehold interest under this Lease become subject to AdValorem Taxes, such Ad Valorem Taxes shall be the sole and exclusive obligation of LBH. During the Term, LBH shall pay all Ad Valorem Taxes at least fifteen (15) days prior to the date that such taxes become delinquent and shall furnish City with evidence thereof.

5.5 LBH'S Right to Protest and Appeal.LBH shall have the right to protest and appeal any valuation or other issue with respect to Ad Valorem Taxes, and City shall reasonably cooperate to enable LBH to pursue such protest and/or appeal.

5.6 Personal Property Taxes.LBH shall be solely and exclusively liable for and shall pay all taxes, at least fifteen (15) days prior to the date such taxes become delinquent, levied or assessed against personal property of any kind, including, but not limited to, furniture, fixtures or other improvements or property, that are owned by LBH and are now or hereafter located in or on the Demised Premises ("LBH'S Personal Property Taxes").

5.7 LBH'S Failure to Pay Taxes. Notwithstanding anything contained in this Lease to the contrary, during the Term, City is not obligated for and shall not be required to pay Ad Valorem Taxes, Real Estate Assessments or LBH'S Personal Property Taxes. If LBH shall fail to pay any Ad Valorem Taxes, Real Estate Assessments or LBH'S Personal Property Taxes at least fifteen (15) days prior to the date such respective taxes become delinquent, then City may, but shall not be obligated to, pay any such Ad Valorem Taxes, Real Estate Assessments or LBH'S Personal Property Taxes (together with any interest, penalties, fines and costs accrued thereon or imposed in connection therewith). The total amount of such Ad Valorem Taxes, Real Estate Assessments or LBH'S Personal Property Taxes (together with any interest, penalties, fines and costs) that City has paid on behalf of LBH shall be deemed to be and treated for all purposes as a demand loan made by City to LBH which shall accrue interest at the Default Rate.

ARTICLE VI.
City and LBH Specific Rights and obligations under Agreement.

This Article is adopted pursuant to the terms of the Memorandum of Understanding and shall be controlling over any contrary terms or conditions found in other Articles of this Agreement. However, where terms of this Article and terms in other Articles address the same subject matter, the Parties shall use all reasonable efforts to construe such terms in harmony unless a direct conflict exists and a harmonious construction is not reasonably possible.

6.1 Repair and Maintenance.

(a) City's Obligations. City shall have no duty, obligation or liability to make any repairs, replacements or alterations to the Demised Premises or any part thereof at any time during the Term except as provided in this Section and Article VII. In accordance therewith, City shall be responsible for all repair and maintenance of the Facility, except for LBH'S obligations as stated in Article VII., and immediately below.

(b) LBH'S Obligations.LBH shall be responsible for restroom facility janitorial services, concession kitchen area janitorial services, and upstairs suite janitorial services; as well as maintenance and repair of the control room/press box audio/visual room and dressing/locker rooms. Any damages to the Facility caused by or the result of the use of the facility by LBH, its officers, employees, contractors, subcontractors, invitees or licensees shall be repaired to First Class Standards by LBH at LBH'S sole cost and expense.LBH shall not commit or allow any waste or damage to be committed on any portion of the Demised Premises, and shall, at the termination of this Lease, by lapse of time or otherwise, deliver up the Demised Premises to City in good condition and repair, ordinary wear and tear excepted, subject to the provisions of Articles XI.

(i) LBH'S Failure to Make Repairs of damage it causes. In the event that LBH fails to make any repairs to the Demised Premises required to be made under this Section for more than 30 days after notice from City, City may make the repairs (except in the event of an emergency City may repair at any time as may be necessary or appropriate to address such emergency, and in which event no prior notice shall be required), and LBH shall pay the reasonable cost of the repairs to City within 30 days after receipt of an invoice, together with an administrative charge in an amount equal to 15% of the cost of the repairs.

6.2 Management and Marketing.

(a) LBH'S Management. LBH shall provide an unaffiliated minor league baseball team, specifically the Lemurs, who shall play all home games at the stadium. LBH shall manage the Facility and shall develop sponsorships, promotional partnerships and other revenue generating opportunities.

(b) City Events. Events designated by this sub-section as City Events shall be subject to the following:

(i) Fourth of July. In 2015, LBH shall receive 100% of all revenues derived from this event. Thereafter, for each remaining year of the Agreement. LBH and

the City shall split all revenues with 50% going to each party. LBH'S take of the split shall be considered as Facility revenue for purposes of calculating Net Profits. LBH shall provide parking, concession and ticket sales staffing, set up and security, cover all costs for fireworks, including associated insurance costs, and shall be responsible for janitorial services for restroom facilities, concession/kitchen area and upstairs suites. The City shall cover all other costs.

(ii) All other City Events. The City shall be responsible for all costs of all other City Events and shall receive all revenues from such events and the operation of other City Events shall be subject to the terms of Section 18.15 and all other sections of this agreement that reference "City Events".

(c) Initial management fee and annual management fees. In return for its management of the Facility, LBH shall, be entitled to an initial and an annual management fee as follows:

(i) Initial fee. The total value of the initial fee shall be Seven-Hundred-Thousand and No Cents Dollars ($700,000.00) which shall be the obligation of the City to pay and shall be distributed in two payments as follows: within 30 days after the effective date of this Agreement, LBH shall receive from the City a one-time payment of Five-Hundred-Twenty-Five-Thousand Dollars and no cents ($525,000.00); and exactly one year later, LBH shall receive from the City a one-time payment of One-Hundred-Seventy-Five-Thousand Dollars and no cents ($175,000.00). This shall be the totality of the initial fee.

(ii) Annual management fee. In addition to the initial fee, LBH may receive an annual management fee payment of Two-Hundred-Fifty-Thousand Dollars and no cents ($250,000.00),which may be obtained solely from the revenue generated by LBH'S management of the Facility. The annual management fee may be received upon approval by the City, which shall not be unreasonably denied, withheld, delayed or condition; and, City's review shall be limited to inspection of LBH'S records to assure that the annual management fee is taken in accordance with the requirements of this Sub-Section. In no event may the annual management fee exceed Two-Hundred-Fifty-Thousand Dollars and no cents ($250,000.00) for any year, and LBH shall not take an annual management fee in any given year if taking such fee would cause an operational deficit to occur. Specifically, in the event that the Facility does not generate profits during any year, LBH shall not be entitled to a management fee that year; or, in the event that the profits generated by the Facility are less than Two-Hundred-Fifty-Thousand Dollars and no cents ($250,000.00), the annual management fee for that year shall be reduced to the equivalent of the profits generated that year. Prior to taking an annual management fee, LBH shall, submit a request to take same to the City and shall provide the City with such records as City may reasonably request to verify the profitability of the Facility during the year for which the request is made. Upon verification that the request is in compliance with the terms of this Section, the City's approval shall not be unreasonably delayed,

conditioned or denied or withheld. In no event shall the City be obligated to contribute to the annual management fee from City funds.

(d) Marketing. LBH shall be responsible for the marketing of the Facility and events conducted at the Facility. The City shall, at its election, provide LBH annually, Two-Hundred-Thousand and No Cents Dollars ($200,000.00) in cash or In Kind Contribution towards marketing of the Facility and events conducted at the Facility. The City shall advise LBH no later than _____, each year, whether the City's contribution to the Marketing Plan for the subsequent year will be by cash, In Kind or a combination of cash and In Kind Contribution. On or before _____ each year, LBH shall present a proposed marketing plan to the City for the subsequent year. In the event that the City's contribution towards marketing for the subsequent year is by In Kind contribution the City and LBH shall be required to agree to the proposed marketing plan or any modification to the plan. The City and LBH shall work in good faith and within the bounds of reasonableness, to achieve concurrence as to a mutually acceptable marketing plan. In the event that the City's contribution is, in whole or part, a monetary contribution, the City shall have the right to approve or reject the proposed marketing plan and require modifications to the plan; however, in reviewing the marketing plan the City shall not unreasonably withhold, delay or deny its approval and shall not make unreasonable modifications to the marketing plan. Notwithstanding any provision to the contrary, the City shall not be under any obligation to provide either a cash or in kind contribution to LBH'S marketing of the Facility for any calendar year if the Parties have not agreed upon the marketing plan for that year on or before _____ of the preceding year.

(e) LBH's duty to City. As virtually all rent City shall derive from this Agreement shall be in the form of Additional Rent that shall only be available in those years the operation of the Lemurs and the Facility is profitable, LBH shall owe a duty to the City to operate the Lemurs and Manage and Market the Facility in good faith and with the intent to maximize net profitability. Such duty shall be equivalent to the fiduciary duty a trustee owes a beneficiary of a trust and LBH's failure to maintain such duty to the City shall be a material breach of this Agreement and an Event of Default. Moreover, any expense LBH incurs during any fiscal year that was not a budgeted, or amended budgeted item approved by City, shall not be credited as operational cost when calculating net profits for that fiscal year.

6.3 Operations Costs. Except as provided in Section 6.2(b), LBH shall be responsible to pay all of its operational costs. Such costs shall include those costs customarily attributed to the operation of the Lemurs, and non-baseball events conducted by LBH at the Facility; except and save those maintenance and repair costs, utility costs and other costs, expressly attributable to the City by this Agreement.

6.4 Net Profits. Net Profits, as that term is defined in Article II., shall be determined annually, so that the City shall receive Sixty percent (60%) and LBH shall receive Forty percent (40%) of Net Profits. Net profits shall be calculated each year by subtracting and LBH shall not be allowed to carry over any deficits from any preceding year when calculating Net Profits

6.4.1 Distribution of Net Profits. On or before _____ each year, Net Profits, if any, shall be divided so that the City shall receive Sixty percent (60%) and LBH shall receive Forty percent (40%) of Net Profits derived the preceding year.

6.5. Diversion of funds. LBH, shall not divert any revenues generated by the Lemurs or its Management or Marketing of Facility, including but not limited to naming rights, ticket sales, sponsorships, advertising sales, parking fees, merchandise, concessions, and profits derived from contracts with third party vendors to other entities, as such funds shall be the source of Net Profits by which the City shall have an opportunity to recover rent.

6.6 Community Asset. As the Lemurs are considered a community asset; and as part of the consideration for the nominal base rent is the preservation of the Lemurs as a Laredo professional sports team, the Parties agree as follows:

(a) LBH shall not be encumbered with any debt, unless such debt is disclosed to an approved by the City during the term of Lease, such approval not to be unreasonably delayed, condition, withheld or denied; and

(b) To the extent permitted by law, should LBH become insolvent, incapable of performing under the Agreement, or attempt to initiate the relocation of the Lemurs to another City, all rights and title to the Lemurs franchise with the American Association of Independent Professional Baseball, and the name and intellectual property associated with the Lemurs shall be transferred to the City.

6.7 Approval of Annual Budget and Audit.

(a) City's approval of LBH'S annual budget. Due to the fact that City's additional rent shall be derived from Net Profits, each year LBH shall be required to submit each annual budget of LBH to the City for approval on or before _____ of the preceding year. Within ten (10) business days of receipt, City shall either approve or deny the annual budget for the subsequent year. The City's approval of the annual budget shall not be unreasonably withheld, delayed or denied. Moreover, in its review of the annual budget the City may not impose its own business judgment over that of LBH'S, with regards to the operation of the Lemurs or the operation or marketing the Facility; but rather shall review the budget to verify that it does not include expenditures, including but not limited to LBH'S proposed payment of salaries and bonuses to LBH officers or employees, that could reasonably be determined to be unnecessary or excessive for the operation of an unaffiliated minor league baseball team or the operation and marketing of the Facility.

(b) City's Approval of Contracts. All contracts LBH shall enter into with regards to its operation, management or marketing of the Facility or the Lemurs,

including but not limited to those imposing any obligation on LBH to repay a debt, as well as all employment contracts, all contracts with third party vendors, sponsors advertisers and all other parties, must be reviewed by the City, prior to execution. The City shall either approve or deny such contracts within ten (10) business days of receipt and its approval shall not be unreasonably withhold, delay or conditioned. Notwithstanding the forgoing, contracts with a value of $25,000.00 or less shall not require prior City approval; provided executed copies of such contracts are provided to the City within 30 days of execution; and further provided that LBH does not make separate, sequential, or component contracts or purchases for the purpose of circumventing the requirement that contracts, above $25,000.00,be approved by the City.

(c) Inspection of LBH's records by City. As specified in Article VIII., re LBH shall each year provide to City its annual audit. Moreover, upon written request by City, LBH shall promptly make its business records available to City for inspection and LBH shall provide, at the City's request, such information reasonably necessary to determine if LBH is in compliance with the terms of this Agreement. Additionally, the City may, at its own expense, annually conduct its own audits of LBH.

ARTICLE VII.
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

7.1 Changes to Demised Premises.

(a) Without City's prior written consent, during the Term, LBH shall not:
(i) make any Material Alterations to the Demised Premises, or
(ii) demolish or tear down any of the Improvements. Unless otherwise expressly provided in this Lease,

(b) City shall not make repairs or alterations to the Demised Premises without the prior written consent of LBH, which shall not be unreasonably withheld or delayed.

7.2 Payment of Costs; Mechanic's Liens.LBH shall pay for all costs incurred or arising out of alterations, additions or improvements (including, but not limited to, Material Alterations) in or to the Demised Premises and shall not allow a mechanic's or materialmen's lien be imposed against the Demised Premises or any portion thereof; and, if same should be imposed, then, within thirty (30) days after its filing, LBH shall cause same to be discharged of record. If LBH fails to obtain such discharge within ten (10) days after City's written notice that City intends to discharge such lien it shall constitute a material default and, then, in addition to any other right or remedy of City, City may (but is not obligated to) discharge the lien, either by paying the amount claimed to be due or by procuring a bond, or by any other means. Any amount paid by City to obtain the discharge of the lien, with interest on that amount at the Default Rate, shall be paid by LBH to City on demand. On City's request,

LBH shall deliver to City proof of payment reasonably satisfactory to City of all costs incurred or arising out of any such alterations, additions or improvements (including, but not limited to, Material Alterations). If LBH contracts with a third party for the construction of any Improvements in the Demised Premises, or for the supply of materials relating thereto, LBH shall obtain and deliver to City at such intervals as City may reasonably request, validly executed and acknowledged lien waivers from any party who might assert a mechanic's or materialmen's lien as a result of LBH'S contract, regardless of the probable or ultimate validity of that lien.

7.3 Intentionally deleted

7.4 Intentionally deleted.

7.5 Ownership Upon Expiration. All alterations, additions or improvements and fixtures owned and installed by LBH in or to the Demised Premises shall be delivered by LBH to City at the expiration or termination of this Lease. During the Term, LBH may, with the [redacted]

(a) the use and operation of the Demised Premises shall at all times be in full compliance with the then applicable Environmental Law;

(b) LBH shall timely obtain all environmental permits, licenses, certificates, applications, and approvals (the "Environmental Permits") that are necessary or required by

(h) LBH shall protect the Demised Premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the Release of Hazardous Materials on the Demised Premises in violation of applicable Environmental Law, and if LBH fails to take appropriate action (as determined by City) to protect the Demised Premises within fifteen (15) days after written notice thereof from City, then City may, but shall not be obligated to, take such action City considers necessary or appropriate, at the expense of LBH, to protect the Demised Premises against the Release of Hazardous Materials in violation of applicable Environmental Law as a result of the intentional or negligent acts or omissions of third parties (provided, that nothing contained in this clause (8) shall relieve any Indemnified Party (as defined in the Environmental Indemnification Agreement) from liability for any such acts or omissions);

(i) Upon not less than ten (10) days' prior written notice to LBH, City and City's personnel, consultants, contractors, agents and representatives may at a mutually convenient time and date and with minimal disruption to LBH's business operations to the extent commercially reasonable enter upon and in the Demised Premises to collect such samples and to conduct such assessments, investigations, inquiries, tests, studies and analyses that City considers reasonably necessary or appropriate to determine the environmental condition of the Demised Premises and to determine LBH's compliance with the terms and conditions contained in this Lease, provided that at LBH's written request, City shall provide LBH with all written reports of the results of such assessments, investigations, inquiries, tests, studies and analyses;

(j) LBH shall, within ten (10) days, notify City in writing of any claim or any administrative or legal proceeding, and all subsequent communications, information and documents, regarding a violation or alleged violation of applicable Environmental Law on the Demised Premises or in the operations conducted by LBH on the Demised Premises, and such written notice shall include a copy of any letter, report, study, test result, chemical analysis, citation, notice of violation, administrative or enforcement order, petition or complaint in connection with such claim or administrative or legal proceeding; and

(k) If any Hazardous Materials are Released in, on, under or from the Demised Premises during the Term, except as permitted under applicable Environmental Law or Environmental Permits:

(1) LBH shall immediately notify applicable governmental agencies having competent jurisdiction of the occurrence of the Release of the Hazardous Materials in accordance with the requirements of applicable Environmental Law;

(2) LBH shall immediately notify City of the occurrence of the Release of the Hazardous Materials and shall immediately furnish or make available to City such information, documents and other communications as City shall reasonably request;

(3) LBH shall promptly and timely commence or, if LBH did not cause or contribute to the Release, diligently pursue causing responsible third parties to commence, actions appropriate under or required by applicable Environmental Law to clean up the Hazardous Materials that have been Released on the Demised Premises (collectively referred to as "Response Action") and shall conduct and perform all appropriate Response Action in accordance with applicable Environmental Law and such Response Action shall remediate any Release to levels suitable for commercial/industrial use, as determined by the Texas Commission on Environmental Quality or any successor agency with jurisdiction over the Response Action, and in no event shall any restrictions on the future use of the Demised Premises (other than a deed restriction indicating commercial/industrial use) be allowed as a means or as a part of a Response Action nor shall any institutional control be required as a means or as a part of a Response Action;

(4) LBH shall contract for or perform all Response Action in LBH's own name or cause the responsible party to do so in the responsible party's name;

(5) LBH shall treat, store, dispose of and transport the Hazardous Materials, including any contaminated soil, water and other environmental media, in accordance with applicable Environmental Law;

(6) LBH shall, within ten (10) days of LBH'S receipt, notify City in writing of any letter, report, study, test result, chemical analysis, citation, notice of violation, administrative or enforcement order, petition or any other oral or written information, documents or other communications from or to LBH, any government agency or their respective personnel, consultants, contractors, agents and representatives relating to such Release, and shall, within ten (10) days, provide City a copy of all such information, documents or other communications (in each case to the extent in writing), until the Response Action has been completed;

(7) Until completion of all Response Action, City and its agents, representatives and independent contractors may at a mutually convenient time and date and with minimal disruption to LBH'S business operations to the extent commercially reasonable, enter upon and in the Demised Premises to collect such samples (including, without limitation subsurface testing and soil and groundwater testing) and to conduct such assessments, investigations, inquiries, tests, studies and analyses that City considers necessary or appropriate to determine the environmental condition of the Demised Premises (provided that, at LBH'S written request, City shall provide LBH with a copy of all written reports of the results of such assessments, investigations, inquiries, tests, studies and analyses); provided, that so long as LBH is diligently pursuing a Certificate of Completion under the Texas Commission on Environmental Quality Voluntary Cleanup Program (or similar successor program) to address the Response Action, such assessments, investigations, inquiries, tests, studies and analyses shall be at the

cost and expense of City, and in all other cases, such assessments, investigations, inquiries, tests, studies and analyses shall be at the cost and expense of LBH; and

(8) If LBH fails to immediately commence on a timely basis and/or diligently prosecute appropriate Response Action, City shall have the right, but not the obligation, to conduct all Response Action, at the expense of LBH, that City considers necessary or appropriate under applicable Environmental Law and Environmental Permits, to clean up the Hazardous Materials that have been Released in, on or under the Demised Premises. Notwithstanding the foregoing, LBH shall have no responsibility for correcting or remediating any environmental condition with respect to the Land which existed prior to the date hereof.

ARTICLE X.
UTILITIES

10.1 Services to Demised Premises. City shall supply, or cause to be supplied water, electricity, gas, telephone service, and sanitary sewerage utilities to the Demised Premises. LBH shall obtain, at its sole costs, telephone service, broadband and other utility services to the Demised Premises. LBH shall obtain, at its sole costs, solid waste pick-up services to the Demised Premises.

10.2 Payment.LBH shall promptly pay all charges for all utility services, it is required to provide pursuant to Section 10.1 to the Demised Premises.

ARTICLE XI.
FIRE AND CASUALTY DAMAGE

11.1 Adequately Insured Damage. Subject to the provisions of Section 11.2 and Section 11.6 hereof, if the Facility is damaged or otherwise destroyed and such damage or destruction was caused by a casualty covered under an insurance policy maintained by LBH as required hereunder, all insurance proceeds paid under such insurance policies (the "Insurance Proceeds") shall be deposited into a Repair Account and, if such proceeds are sufficient to restore the Facility in the reasonable estimation of City after consultation with the LBH, shall be used by City to repair such damage or destruction as soon as reasonably possible, and this Agreement shall continue in full force and effect. Such restoration shall be in compliance with applicable governmental requirements. All such restoration shall be performed under the joint supervision of the City and LBH.

11.2 Intentionally deleted.

11.3 LBH Payment of Insurance Deficiency or Termination. If the Facility is damaged or otherwise destroyed by a casualty not covered under an insurance policy or, if so covered, the Insurance Proceeds are insufficient, in the reasonable estimation of the City, after consultation with LBH, to pay the costs of restoration, then, within thirty (30) days after the

date such damage or destruction occurred (the "Destruction Date"), the City shall provide LBH written notice of the deficiency of funds and LBH shall, within thirty (30) days, notify City of LBH"S election either (a) to utilize the Insurance Proceeds and such funds as are available in the Maintenance and Repair and Reserve Fund plus LBH"S own funds (and not Facility Operating Revenue) to pay the costs of restoration, or (b) to terminate this Agreement.

11.4 Agreement Suspended. In the event LBH agrees to utilize Insurance Proceeds, as are available and its own funds to restore the Facility to the state in which it existed prior to such damage or destruction, the Term of this Agreement shall be suspended during such restoration, as provided in Section 11.8 hereof.

11.5 City Election to Pay Insurance Deficiency. In the event LBH is entitled to and does elect to terminate this Agreement, the City shall have the right (within thirty (30) days after receipt of such notice of LBH"S election to terminate) to issue notice to LBH of the City's intention to pay the Insurance Deficiency, in which event, the City shall commit in writing to deposit the amount of the Insurance Deficiency into the Repair Account and shall deposit such amount into the Maintenance and Repair and Reserve Fund within ten (10) days of its written commitment. Thereafter, LBH"S election to terminate shall be deemed rescinded and void, and the City shall effect the restoration of the Facility as provided in Section 11.1 hereof. If the City does not issue such notice of its intention to pay such Insurance Deficiency within thirty (30) days after receipt of LBH"S election to terminate, this Agreement shall be terminated at the expiration of such thirty (30) day period, and the Insurance Proceeds, if any, shall be deposited into the Repair Account for distribution as provided in Section 11.7 hereof.

11.6 End of Term. If the Facility is destroyed during the last two Fiscal Years of the Term, then notwithstanding any contrary provision of this Article, by notice to LBH within thirty (30) days after the Destruction Date, City may terminate this Agreement, whereupon the Insurance Proceeds, if any, shall be deposited into the Renewal and Replacement Account and shall be distributed pursuant to Section 11.7 hereof.

11.7 Distribution. In the event this Agreement is terminated pursuant to Section 11.3, 11.5, 11.6 or 11.7 hereof, and notwithstanding any provisions of Article V hereof to the contrary, any funds in the Repair Account after the deposit of any Insurance Proceeds therein pursuant to this Article shall be distributed to the City and first applied by the City to reduce debt service on the Bonds and then to other debt of the City.

11.8 Abatement. In the event of any damage or destruction rendering a substantial portion of the Facility unusable, the period during which a substantial portion of the Facility remains unusable shall be an Abatement Period.

11.9 Waiver of Subrogation. Each of City and LBH waives any and every claim in its favor against the other during the Term for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Demised Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies.

These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, the property of LBH. Because the mutual waivers will preclude the assignment of a claim by way of subrogation or otherwise to an insurance company (or any other person), City and LBH shall immediately give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the waiver, and shall cause those insurance policies to be properly endorsed, if necessary, to prevent the invalidation of insurance coverages by reason of the waiver.

ARTICLE XII.
INSURANCE

When commercially available, all liability policies required herein shall be written on an occurrence (not claims made) basis.

12.1 Liability Insurance.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, a policy or policies of commercial general liability insurance which shall provide coverage against claims for bodily injury including personal injury, death and property damage resulting directly or indirectly from any act or activities (in connection with the Facility) of the City, LBH, any of their respective invitees, officers, partners, shareholders of partners, officers, employees, agents, independent contractors or any other person acting for the City or Laredo Baseball or under their respective control or direction (including liabilities for injuries or damages alleged to have resulted from LBH"S sale and/or dispensing of alcoholic beverages), including, without limitation, cross-liability and severability of interests provisions and contractual liability coverage, on an occurrence basis with a minimum policy limit of not less than $1,000,000 per occurrence/$2,000,000 general aggregate/$2,000,000 products/completed operations aggregate at a combined single limit, naming the City as an additional insured. Such policy or policies shall also cover (a) liquor liability (or, if excluded, a separate policy for liquor liability with policy limits of not less than $5,000,000 per occurrence), (b) medical malpractice liability arising from professional emergency medical services, (c) liability arising from professional security services and (d) special events; provided, that if third party vendors, licensees, concessionaires, or others having a right of occupancy providing services to LBH deliver to the City (1) certificates of insurance relating to the insurance described in (b) and/or (c) above showing a minimum policy limit of not less than an amount agreed upon by the City, and listing the City and LBH as additional insureds on a primary and non-contributory basis with a waiver of subrogation in favor of the City and LBH, and (2) an agreement to hold harmless and indemnify the City and LBH, the provisions of Section 12.1(b) and/or (c)shall be deemed satisfied. This Section 12.1 shall not limit in any way the extent to which LBH may be held responsible for the payment of damages to persons or property resulting from LBH"S activities, the activities of its invitees, employees, licenses, agents or independent contractors, or the activities of any other person or persons for whom LBH otherwise is legally responsible.

12.2 All-Risk Commercial Property Insurance. Subject to LBH"S reimbursement as described below, the City shall maintain all risk commercial property insurance including flood, earthquake, and terrorism, on the Facility, (not including LBH"S business personal property or tenant improvements and betterments, which LBH will be solely responsible for insuring) by adding such coverage to the general commercial property insurance policy maintained by the City with respect to its other property. Within 10 days of a request by City, LBH shall pay City cash in an amount equal to the excess premium incurred by the City for coverage of the Facility. If LBH fails to reimburse the City as set forth above, LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, all-risk commercial property insurance, including flood, earthquake, and terrorism, as outlined above, on the Facility, all Improvements including LBH"S tenant improvements and betterments, and all Business Personal Property, including LBH"S Business Personal Property in an amount not less than the "replacement cost" thereof, as defined in a replacement cost endorsement to be attached to the policy., including, without limitation, specially scheduled items, as applicable, such as special glass, fine arts and antiques, media equipment and production equipment, billboards and signs, valuable papers, electronic simulation equipment to include off- premise power failure and electronic data processing equipment, Boiler and Machinery Coverage including expediting expense. In the event LBH procures this property insurance, the City shall be named as Loss Payee, as their interests may appear. Full replacement cost shall be determined at reasonable intervals at the request of the City by appraisal by the insurer, or by other appraisal mutually acceptable to the City and LBH.

(a) Excess Property Insurance. In the event that full replacement cost property limits cannot be provided by a single insurance company and it becomes necessary to build a layered program, each excess layer of property coverage must contain appropriate continuity of coverage wording which includes, but is not limited to, follow form coverage and priority of payment wording such that excess layers will drop down and provide coverage for a peril included in the excess layer(s) even when the primary property limits are exhausted by a peril not covered in the excess layer but caused by the same event (such as flood caused by a windstorm).

12.3 Business Automobile Insurance.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, business automobile insurance covering bodily injury and property damage liability arising from the use of owned, hired and non-owned automobiles, with policy limits of not less than $1,000,000 combined single limit per occurrence.

12.4 Umbrella Liability. An excess or umbrella liability insurance policy (the "Umbrella Policy") providing coverage in excess of the Liability Insurance, Business Automobile Insurance, and Employers Liability Insurance (except this does not apply to the statutory Workers' Compensation Insurance). Such policy shall have the same inception and expiration dates as the underlying liability policies and coverage as broad, or broader, but no less broad than those in the underlying policies or program. Minimum limits shall be $20,000,000 each occurrence, $20,000,000 annual aggregate. In the event it becomes necessary to layer umbrella

policies, any excess umbrella policy shall contain appropriate continuity of coverage wording such that excess umbrella layers are no less broad than the underlying layer(s).

12.5 Business Interruption, Contingent Business Interruption Insurance and Extra Expense Coverage.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism,, including extra expense coverage, in an amount equal to not less than estimated Facility Operating Revenues less non-continuing expenses (assuming for the purposes of such estimate that no business interruption occurred), for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $500,000, and an indemnity period equal to that of the business interruption insurance indicated above.

12.6 Builder's Risk or Installation Floater. During construction of additions and capital repairs undertaken by LBH, in addition to (but not in duplication of) other insurance coverages required under this Section, standard "all risk" builder's risk or installation floater insurance written on a completed value basis and including collapse, in an amount not less than the projected total cost of construction of the additions and/or capital repairs as reasonably estimated by LBH not more than sixty (60) days prior to commencement of construction and as thereafter revised from time to time by LBH during the course of such construction. Coverage shall include soft costs, including Business Interruption at a limit not less than $1,000,000; in transit and off premises storage coverage for materials at a limit not less than $1,000,000; elimination of the testing exclusion; and permission to occupy provision. The City shall be named a joint loss payee.

12.7 Boiler and Machinery. In the event Boiler and Machinery coverage cannot be included in the policy described in 12.2, a separate Boiler and Machinery policy shall be obtained, written on a comprehensive object form at a blanket limit of not less than the replacement cost value of the Facility for direct damage and loss of income including extra expense, such loss of income including extra expense to meet the requirements as set forth in 12.5. Coverage shall be endorsed to provide a $500,000 limit for consequential loss resulting from spoilage. Coverage shall include off premises power failure.

12.8 Crime Insurance.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, with a deductible of no more than $5,000 (a) Employee Dishonesty Coverage; (b) Forgery or Altercation Coverage, including credit card forgery and/or fraud; (c) Theft, Disappearance or Destruction Coverage of money and securities and other property; (d) Robbery and Safe Burglary inside the premises and outside the premises if in the care of a messenger or an armored motor vehicle company, loss of or loss from damage to a locked safe, vault or cash register resulting from theft; actual or attempted safe burglary; (e) Computer and Funds Transfer Fraud Coverage, each such coverage to have policy limits of not less than $1,000,000 per occurrence. The City shall be named as Loss Payee, as their interests may appear.

12.9 LBH"S Users Liability Insurance Policy.LBH shall procure as necessary, at LBH"S sole cost and expense, a tenants and users liability insurance policy ("TULIP") or its equivalent with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. LBH shall require non-affiliated promoters utilizing the facility to secure coverage under the TULIP or to procure and maintain liability insurance applicable to the event scheduled with policy limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Said policies shall name City as Additional Insured on a primary and non-contributory basis, and contain a Waiver of Subrogation in favor of the City. Evidence of this insurance shall be provided to City no less than 30 days prior to the event(s) scheduled.

12.10 Workers' Compensation Insurance.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term, at LBH"S sole cost and expense, worker's compensation insurance complying with the statutory requirements of the State of Texas to insure all persons or entities employed by LBH in connection with the Facility. LBH shall also procure and maintain in full force and effect, commencing on the date set forth in Section 12-16 and continuing throughout the Term, at LBH"S sole cost and expense employer's liability coverage of not less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy aggregate. A Waiver of Subrogation shall be included in favor of the City. City shall waive the requirement for Workers' Compensation if:

a. If LBH is self-insured for Workers' Compensation and provides City a copy annually of its Certificate of Authority as issued by the Texas Department of Insurance annually; or

b. If LBH is a non-subscriber it shall provide City with a certificate of insurance reflecting an Employer's Indemnity Program, including medical and lost wage and shall include Employer's Liability at a minimum limit of $5,000,000.00 per occurrence. Coverage for occupational disease shall be included.

12.11 Pollution Liability Insurance.LBH shall procure and maintain in full force and effect, commencing on the date set forth in Section 12.15 and continuing throughout the Term and for a period of two (2) years after expiration of this Agreement, at LBH"S sole cost and expense, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by LBH, its agents, representatives, employees or subcontractors. Insurance for first and third-party claims for bodily injury and/or property damage and remediation costs stemming from pollution incidents resulting from LBH"S operations shall be included. This insurance shall provide coverage for the entire Project against pollution risks, including all project contractors, off-site transportation, exposures at non-owned locations, contaminated soil disposal and the accidental release of fuel oil, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks. LBH should obtain such coverage with no less than a $2,000,000 per incident limit and $4,000,000 aggregate and a deductible no more than $25,000. If the coverage is Claims Made, the retroactive date shall not be later than the inception date of this Agreement, and shall include at a minimum a two (2) year extended discovery option.

12.12 Event Cancellation Insurance.LBH, may, as it deems advisable, procure and maintain in full force and effect insurance coverage for the loss of revenue or expenses due to cancellation, abandonment, curtailment, or rescheduling of an event and coverage for reduced attendance to a continued event. This coverage shall cover LBH"S future marketing expenses following the cancellation, abandonment, curtailment or rescheduling of the event. This coverage can be purchased by event in lieu of an annual policy.

12.13 Other. Such other insurance coverages and in such amounts as from time to time may be reasonably desired by the City and/or LBH to insure against such other insurable hazards as are customarily insured against in the case of similar multipurpose sports and entertainment facilities.

12.14 Insurance for the City Events. The City acknowledges and agrees that prior to scheduling a City Event, the City shall obtain or LBH shall purchase as an Event Related Expense commercial comprehensive general liability insurance which shall provide coverages against claims for personal injury, bodily injury, death and property damages arising from the conduct of the City Event at the Facility or the negligence or misconduct of the City, its employees, agents, independent contractors, co-promoters or any other person acting on behalf of the City. The policy shall have minimum limits of liability of $1,000,000 combined single limit each occurrence, $2,000,000 aggregate. The insurance required under this Section 12.14 shall in all events comply with the requirements of Article XII hereof. Notwithstanding the foregoing, the City, upon written notification to LBH and upon compliance with such other reasonable requirements of LBH, including the requirement for the City to provide security for its obligations) at least fifteen (15) days prior to any City Event, may elect to self insure for such City Event.

12.15 Procurement and Maintenance of Insurance. All insurance policies required to be obtained and maintained by LBH shall be procured by LBH (i) with an effective date not later than the date on which LBH begins its occupancy of the Facility under this Operations/Lease Agreement and (ii) from an insurer qualified to engage in the business of insurance in the State of Texas with an *AM Best* rating of A- VII or better, and shall name City as Additional Insured (with the exception of the Workers' Compensation and Crime policies). All liability policies shall be procured on a primary basis; however, liability policies may be procured on a primary basis with following form umbrella coverage. Notwithstanding anything herein to the contrary, if City is able to procure any such insurance policies at a better rate than LBH, upon LBH"S written request, City shall procure directly such insurance policies, naming LBH as Additional Insured, at LBH"S sole cost and expense.

All first party coverages, including but not limited to property, business interruption, boiler and machinery, builders' risk, crime, etc, shall name the City as loss payee as interests may appear, in addition to the additional insured and waiver of subrogation requirements set forth herein. All liability policies shall be primary and non-contributory and name the City as an Additional Insured (with the exception of the Workers' Compensation and Crime policies) and each shall contain a waiver of subrogation endorsement in favor of City. LBH shall deliver certified copies of binders (which may be replace by appropriate Certificate(s) of Insurance) or at the City's

option, certified copies of the insurance policies described in Sections 12.1-12.13 and the endorsements adding City as an Additional Insured, providing the City with Waiver of Subrogation, and/or naming the City as loss payee as applicable on or before the Effective Date. LBH shall deliver to City receipts evidencing payment of the premiums for the insurance policies described in Sections 12.1-12.13 promptly after receipt of same. Not less than fourteen (14) days before the expiration date of any policies, written evidence of insurance or certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to City. All policies shall provide that not less than sixty (60) days' written notice shall be given to City before a policy may be modified, amended, non-renewed or canceled and that a copy of all endorsements to such policies shall be given to City at least fourteen (14) days before the effective date of such endorsement. The deductible amounts under such policies shall be customary, standard and reasonable for such respective types of insurance, but such deductible amounts shall not be greater than $25,000 without the prior written consent of the City, which consent shall not be unreasonably withheld.

12.16 LBH"S Failure to Maintain Insurance. If LBH fails to comply with any of the foregoing insurance requirements, then City may (in addition to having available to it all other remedies provided herein on the occurrence of an Event to Default) obtain such insurance, and LBH shall pay to City on demand, as Additional Rent hereunder, the premium cost thereof plus interest at the Default Rate.

ARTICLE XIII.
CONDEMNATION

Condemnation. If all or a material portion of the Demised Premises is taken by eminent domain or is sold to the condemning authority under threat of condemnation, then (a) this Lease shall terminate effective as of the date of taking of all or a material portion of the Demised Premises by the condemning authority and (b) City and LBH shall each have the right to seek separate awards based on their respective interests in the Demised Premises. If less than a material portion of the Demised Premises is taken by eminent domain or is sold to the condemning authority under threat of condemnation, then (a) this Lease shall not terminate, (b)LBH, at LBH'S expense, shall promptly restore and reconstruct the Demised Premises to substantially the condition in which they existed before the taking and (c) the condemnation proceeds relating to such taking shall be made available to LBH for such restoration and reconstruction. For purposes hereof, a material portion shall mean a portion of the Demised Premises which after the taking would result in LBH no longer being able to use and operate the Demised Premises as a minor league professional baseball stadium as a First Class Operation.

ARTICLE XIV.
ASSIGNMENT, TRANSFER AND SUBLEASING

14.1 No Assignment or Subletting.LBH shall not assign or in any manner transfer, whether voluntarily or involuntarily, this Lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, without the prior written consent of City. Consent by City to any assignment, subletting or other arrangement shall not operate as a waiver of City's rights with

respect to any subsequent assignment and sublettings. All assignments and sublettings shall be subject to the use limitations set forth in Section 4.1.

14.2 Each license, concession, other right of occupancy, permitted assignment or permitted lease shall (a) if the licensee, concessionaire or occupant is an Affiliate of LBH, be on terms and conditions similar to those that would otherwise be acceptable to unrelated third parties for similar services, (b) expressly provide that such agreement shall automatically terminate upon the expiration or termination of this Lease unless City delivers written notice to the Licensee within thirty (30) days after the expiration or termination of this Lease that City has elected to assume the agreement between LBH and the Licensee (provided, however, that City shall have no duty or obligation to assume any such agreement, but rather the assumption of such agreement by City shall be at City's sole option), and (c) provide that the licensee, concessionaire or occupant shall have no recourse against City in the event of termination of this Lease or otherwise. LBH shall promptly make available for inspection (but not copying) to City a copy of any agreement that it or anyone claiming by, through or under it may hereafter enter into with a Licensee.

14.3 No Release. Notwithstanding any assignment or subletting, LBH shall remain fully responsible and liable for the payment of the Rent and for compliance with all of LBH'S other obligations under this Lease (even if future assignments and sublettings occur after the assignment or subletting by LBH, and regardless of whether or not LBH'S approval has been obtained for those future assignments and sublettings).

14.4 No Mortgage.LBH shall not mortgage, pledge or otherwise encumber LBH'S leasehold interest in this Lease or in the Demised Premises. LBH shall have no right, power or authority to place a mortgage or deed of trust lien upon City's fee simple title to the Demised Premises.

ARTICLE XV.
HOLDING OVER

Without in any way affecting City's rights and remedies under this Lease, if LBH holds over after the expiration of the Term or the termination of this Lease, then LBH shall continue to pay rent in accordance with the terms herein. No holding over by LBH after the Term, either with or without the consent and acquiescence of City, shall extend the Term for a period longer than one month unless that Term is extended in a writing executed by City. Any holding over without the written consent of City shall be on a tenancy-at-sufferance basis. On an unauthorized holding over, LBH shall indemnify City against all claims for damages with respect to any other lessee or prospective lessee to whom City has leased all or any part of the Demised Premises.

ARTICLE XVI.
REPRESENTATIONS AND WARRANTIES OFLBH

LBH represents and warrants to City, at the Effective Date, as follows:

16.1 Organization.LBH is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. The business which LBH carries on and which it proposes to carry on may be conducted by LBH. LBH is duly authorized to conduct business as a limited liability company in Texas and each other jurisdiction in which the nature of its properties or its activities requires such authorization except where the failure to be so qualified cannot reasonably be expected to have a material adverse effect on the business, financial condition, results of operation or prospects of LBH. _____ are the Managers of LBH and own 100% of the Equity Interests in LBH. The business which the Manager carries on and which it proposes to carry on may be conducted by Manger.

16.2 Authority.The execution, delivery and performance by LBH of this Lease are within LBH'S powers and have been duly authorized by all necessary action of LBH.

16.3 No Conflicts. Neither the execution and delivery of this Lease nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene (1) the organizational documents of LBH, (2) any provision of law, statute, rule or regulation to which LBH is subject or (3) any judgment, decree, license, order or permit applicable to LBH, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of LBH pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which LBH is a party or by which LBH or to which LBH is subject, except for such contraventions, conflicts, inconsistencies or breaches under (2) or (3) that could not reasonably be expected to have a Material Adverse Effect on LBH or the consummation of the transactions contemplated herein or therein.

16.4 No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party (a "Consent") is required for the due execution and delivery by LBH of this Lease other than Consents that have been previously obtained or Consents that, if not obtained, could not reasonably be expected to have a Material Adverse Effect on LBH or the consummation of the transactions contemplated herein or therein. No Consent is required for the performance by LBH of this Lease or the consummation of the transactions contemplated hereby other than Consents that have been previously obtained or Consents that, if not obtained, could not reasonably be expected to have a Material Adverse Effect on LBH or the consummation of the transactions contemplated herein or therein.

16.5 Valid and Binding Obligation. This Lease is a legal, valid and binding obligations of LBH enforceable against LBH in accordance with their terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

16.6 Guarantee of Professional Baseball Team. During the term of this Agreement LBH and its Affiliates warranty and covenant that there will be a professional minor league

baseball team, that is a member in good standing of the American Association of Independent Professional Baseball in Laredo, that shall play as Laredo's "home team" in the Facility, for a minimum number of games annually as required elsewhere in this Agreement. In the event of the dissolution or demise of the American Association of Independent Professional Baseball, LBH shall provide a substitute minor league baseball team, that is a member of a national professional baseball league and that is approved by the City.

ARTICLE XVII.
REPRESENTATIONS AND WARRANTIES OF CITY

City represents and warrants to LBH, at the Effective Date, as follows:

17.1 Organization. City is a home rule city organized under the Constitution of the State of Texas.

17.2 Authority. The execution, delivery and performance by City of this to which City is a party are within City's powers and have been duly authorized by all necessary action.

17.3 No Conflicts. Neither the execution and delivery of this Lease to which City is a party nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene (1) the governing documents of City or (2) any provision of law, statute, rule or regulation to which City to its knowledge is subject or (3) any judgment, decree, license, order or permit applicable to City or will result in any breach of any of the terms of the covenants, conditions or provisions of, or constitute a default under, or, except as contemplated in this Lease, result in the creation or imposition of a lien upon any of the property or assets of City pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which City is a party or by which City is bound, or to which City is subject except for such contraventions, conflicts, inconsistencies or breaches under (2) or (3) that could reasonably be expected to have a Material Adverse Effect on the consummation of the transactions contemplated herein or therein.

17.4 Valid and Binding Obligation. This Lease to which City is the legal, valid and binding obligation of City, enforceable against City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

17.5 No Consents. No Consent is required for the due execution, delivery and performance by City of this Lease, or the consummation of the transactions contemplated hereby, other than those Consents which have been obtained and other than Consents, the failure of which to obtain could not reasonably be expected to have a Material Adverse Effect on the consummation of the transactions contemplated herein or therein.

ARTICLE XVIII.
COVENANTS

At all times during the Term, unless City shall otherwise consent in writing LBH covenants to the following:

18.1 Financial Statements, Reports and Documents ofLBH.LBH shall make available to City for review each of the following and notify City of such availability:

18.2.1 Annual Financial Statements. As soon as practicable and in any event within _____ days after the close of each fiscal year of LBH, a full set of Audited consolidated financial statements of LBH and its Subsidiaries for such period, prepared in accordance with GAAP (except as noted in the accompanying footnotes), which shall include, without limitation, copies of the consolidated balance sheet of LBH and its Subsidiaries as of the close of such fiscal year and consolidated statements of income, loss and changes in financial position and the Officers' Certificate referenced in Section 18.1(c) and members' capital and cash flow for such fiscal year, all in detail reasonably acceptable to City. Financial statements shall be considered "Audited" if accompanied by an opinion thereon of an independent public accounting firm of recognized standing acceptable to City (the "Auditor") to the effect that such financial statements were prepared in accordance with GAAP consistently maintained and applied, and that the examination of such accounts in connection with the financial statements has been made in accordance with generally accepted auditing standards, and, accordingly, includes such tests of the accounting records and such other auditing procedures as were considered necessary under the circumstances. For the purposes hereof, (i) any of the four largest national independent public accounting firms shall be deemed acceptable to City and (ii) the Auditor may be a regional accounting firm reasonably acceptable to City. The cost of the annual audit will be funded by LBH.

18.2.2 Annual budget. As more specifically described in Article VI., LBH, shall each year this Agreement is in effect, submit its annual budget, and any proposed amendments thereto, to City for review and approval.

18.2.3 Contracts. As more specifically described in Article VI., LBH, shall each year this Agreement is in effect, submit all contracts to the City for prior approval, and shall not enter into any contract unless the City first approves the contract. This requirement shall not apply to contracts with a value of $25,000.00 or less; provided, executed copies of such contracts are provided to the City within 30 days of execution; and, further provided, that LBH does not make separate, sequential, or component contracts or purchases for the purpose of circumventing the requirement that contracts, above $25,000.00, be approved by the City.

18.2.4 Marketing Plan. As more specifically described in Article VI., LBH shall annually provide a Marketing Plan.

18.3 Periodic Statements.LBH shall make available to City for review and notify City of such availability all quarterly financial statements. Moreover, upon City's request, LBH

shall make available to City any records that may reasonably be necessary for City to verify LBH'S compliance with the terms of this Agreement.

18.4 Compliance Certificate. Concurrently with making the financial information and statements required by Section 18.1(a) available for review to City, LBH shall deliver to City an Officers' Certificate of LBH stating that a review of the activities of LBH during such fiscal year has been made under his supervision and that to the best of his knowledge and belief after reasonable and due investigation, (i)LBH has observed, performed and fulfilled each and every obligation and covenant contained in this Lease; or, if there is any exception to the foregoing, specifying the nature and status thereof; (ii) there exists no event of default or potential default under this Lease as of the date of such Officers' Certificate or, if any such event shall have occurred, specifying the nature and status thereof; (iii) there is no material litigation, mediation or arbitration, which is not covered by insurance, pending with respect to LBH, or, if any such litigation, mediation or arbitration is pending, specifying the nature and status thereof; and (iv) no default or failure of performance by LBH has occurred under this Lease, and no party to any such agreement has challenged or denied the validity or enforceability of such agreement or given any notice of default, termination or intent to terminate thereunder, or, if there is any exception to the foregoing, specifying the nature and status thereof.

18.5 Notice of Certain Events.LBH shall notify City:

(a) promptly upon LBH'S learning of and any determination in, all litigation and all proceedings before any governmental or regulatory agencies which can reasonably be expected to materially adversely affect LBH'S operation of the Improvements;

(b) promptly upon the occurrence of any material adverse change in any material fact or circumstance represented or warranted in this Lease, and of any material fact or circumstance which can reasonably be expected to have a material adverse effect on LBH'S operation of the entertainment facility and related facilities on the Land or the operation of the Improvements;

(c) within three (3) business days after LBH becomes aware, of any default that has not been cured within the applicable grace period, if any, under any note, indenture, loan agreement, mortgage, lease, deed or other similar agreement relating to any borrowed indebtedness of LBH of more than $25,000.00;

(d) intentionally deleted; and

(e) within three (3) days after LBH becoming aware of the occurrence of an event of default or event or condition which with the passage of time or notice or both would result in an event of default under this Lease.

18.6 Operation of Improvements. The Initial Improvements shall at all times be operated, maintained and managed directly by LBH as a baseball stadium, as a First Class Operation and in compliance with all Applicable Laws. LBH shall keep in effect at all times

all material permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. LBH shall obtain an amendment or renewal of the Franchise Agreement in a form reasonably acceptable to City for each year during the Term, with the American Association of Independent Professional Baseball, or a replacement Franchise Agreement with another Professional Baseball League mutually acceptable to City and LBH, which amendment or renewal or replacement Franchise Agreement shall provide for a minor league professional baseball team to play baseball at the Demised Premises. LBH shall at all times maintain and comply with the Franchise Agreement. LBH shall hold at least 40 baseball games during each Lease Year commencing with the Lease Year and ending on the last year of this agreement or any extension thereof.

18.7 Organization.LBH shall not amend its organizational documents in such a manner (i) as to make it impossible for LBH to continue to operate the baseball stadium and related facilities on the Land, or (ii) as to materially adversely affect the rights of City under this Lease. LBH shall not dissolve or enter into any plan of liquidation or dissolution.

18.8 Change of Control.LBH shall not cause or permit to occur a Change of Control without the prior written consent of City.

18.9 Intentionally Deleted.

18.10 Business and Assets of LBH. LBH shall not, directly or indirectly, engage in any business on the Land other than those expressly permitted by Section 4.1.

18.11 Compliance with Applicable Laws. LBH shall timely comply with, and shall cause the Demised Premises to be operated in compliance with, all Applicable Laws, including, without limitation, the Americans with Disabilities Act and the rules and regulations of the Texas Department of Licensing and Regulations and, upon the reasonable request of City, deliver to City evidence thereof.

18.12 Inspection of Books and Records.LBH shall at all times keep complete and accurate books and records and accounts of its transactions, in accordance with GAAP, and permit any representative of City designated in writing by City, at all reasonable times and with ten (10) days' prior notice, to examine the books and records of LBH pertaining to the operation of the Demised Premises, all contracts, statements, invoices, bills, and claims for labor, materials, and services supplied for the construction, reconstruction, maintenance, operation from a physical plant standpoint only and repair of the Demised Premises. City shall have no duty or obligation to make any such inspection or inquiry and shall incur no liability or obligation by reason of not making any such inspection or inquiry.

18.13 Intentionally Deleted.

18.14 Limitation on Liens. LBH shall not, and shall not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien on or with respect to any of its properties or assets (including any right to receive payment), other than Liens created pursuant to the express terms of this Lease.

18.15 Use of Entire Facility. City or its designee shall have the right to use the entire improvements on the Demised Premises (the "Entire Facility") at no cost to City for twenty-two (22) days per Lease Year, subject to the following terms and conditions:

(a) City shall be required to give LBH at least sixty (60) days' advance written notice with regard to each of the twenty-two (22) days upon which City desires to use the Entire Facility. Each such notice shall specifically state which date or dates City proposes to use the Entire Facility, and shall also describe the nature of City's planned use of the Entire Facility.

(b) Within ten (10) days after LBH'S receipt of the written notice from City described in subparagraph (a) above, LBH shall notify City whether or not the Entire Facility is available on the date(s) designated by City. If such date(s) are available, City shall have the right to use the Entire Facility on such date(s) for the purpose specified in City's notice. If, however, the date(s) designated by City are not available due to previously-scheduled events or holds, LBH shall so notify City and shall provide City with alternate dates(s) upon which City may make use of the Entire Facility. City then may notify LBH of any alternate date(s) upon which City proposes to use the Entire Facility (provided that City shall not be limited to selecting from the alternative dates provided by LBH in its notice to City), and the foregoing process shall be repeated until such time as the date(s) for City's use of the Entire Facility are determined.

(c) If City cannot give, or for any reason fails to give, LBH at least sixty (60) days' advance notice of the date(s) upon which City desires to use the Entire Facility, City may nevertheless request the use the Entire Facility, whereupon (i) the use of the Entire Facility by City on such requested date(s) shall be subject to LBH'S consent, which shall not be unreasonably withheld; (ii)LBH shall respond to City's request within five (5) days after the receipt of such request; and (iii) if LBH advises City in such notice that City's requested use of the Entire Facility on such date(s) is denied, LBH shall state the reason for such denial.

(d) Although City's use of the Entire Facility pursuant to this Section18.11 shall be rent free, City shall be required to reimburse LBH for all actual out-of-pocket utilities and cleaning costs reasonably incurred by LBH (Event Related Expenses) in connection with such use by City and all net revenue derived in connection with the City Events from paid parking, Consumable and Non-Consumable Concessions, ticket revenue and permitted Temporary Advertising (that is exclusively sold for the City Event) derived from the City Events (The "City Event Revenue") shall be collected by LBH and distributed to the City upon the City's payment to LBH of the Event Related Expenses incurred in connection with a City Event. Temporary advertising shall not conflict with any of LBH'S existing sponsorship and advertising agreements.

(e) City shall maintain such insurance for the City Events as provided in Section 12.14 hereof.

18.16 Complimentary Tickets. In addition to the requirements under the Lease, during each Lease Year beginning with the commencement of this Agreement, LBH shall contribute to City, free of charge,250 tickets to each baseball game to be played at the Demised Premises and twenty (20) premium seating tickets with associated parking passes.

18.17 City Suite. During the term of this Agreement, LBH agrees that City shall be provided the exclusive right to use and occupy a designated suite and associated tickets, the location to mutually agreeable to LBH and City. The use of such suite by City shall be administered by the City Parks and Leisure Services Department and shall be provided without cost except for the cost of concessions which shall be provided at LBH'S cost without markup.

18.18 Parking.LBH will require that all parking at Events be consistent with the Parking Plan as attached hereto as Exhibit"C". LBH shall control and coordinate all parking for Events at the Facility and charge a minimum of one dollar for each vehicle parked for an Event ("Paid Parking"). LBH shall have the right to provide complimentary passes for parking at Events at the Facility in such amounts as it may reasonably determine.

18.19 Changes in Parking Area Configuration. Provided that such changes do not violate conditions of permits affecting the Facility (or require the approvals of certain other parties under any such permits), LBH may change the design, number or configuration of parking spaces, including spaces allotted to Premium Seating patrons, VIPs, employees and players, with the consent and participation of the Team, in order to enhance the efficient operation of vehicle parking at the Facility.

18.20 Security and Traffic Control.LBH shall provide such on-site traffic control and security as is reasonably necessary to direct traffic to and from Events at the Facility. The City and LBH shall cooperate in good faith to develop a traffic management plan to facilitate the ingress and egress of traffic to and from events at the Facility. For Events at the Facility at which LBH estimates will have at least 2,000 or more attendees, LBH will provide· a minimum of four (4) certified peace officers and such additional certified peace officers as LBH reasonably determines are necessary to safely conduct an Event at the Facility. LBH agrees to provide a first preference to the City of Laredo Police when certified peace officers are required in connection with Events at the Facility as described in the preceding sentence. Notwithstanding the foregoing, LBH shall have the right to employ or cause to be employed private security services at any time where it reasonably deems practical, appropriate and necessary.

ARTICLE XIX.
COVENANTS OF CITY

Ad Valorem Taxes. At all times during the Term, unless LBH shall otherwise consent in writing, City shall not take any affirmative action to challenge the status of the Demised Premises as exempt from Ad Valorem Taxes both as to the fee and leasehold interests of such property. City shall reasonably cooperate with LBH, at LBH'S cost, if LBH hereafter elects to take action to continue the status of the Demised Premises as exempt from Ad Valorem Taxes, both as to the fee and leasehold interests of such property.

ARTICLE XX.
INDEMNIFICATION

20.1 Indemnification obligation of LBH. LBH shall defend, indemnify and hold harmless the City and its elected officials, agents, officers and employees (collectively, the "City Indemnitees" from and against any and all demands, losses, judgments, damages, suits, claims, actions, liabilities from and against any and all demands, losses, judgments, damages, suits, claims actions, liabilities and expenses (including, without limitation, all attorneys' fees and expenses), in law or in equity, of every kind and nature whatsoever, for bodily injury, death or damage to property, which any city Indemnitees may suffer or sustain or which may be asserted or instituted against any of the City Indemnitees resulting from, arising out of or in connection with (except to the extent caused by the City's gross negligence or willful misconduct with respect to any injury to or death of any individual person or with respect to damage to or destruction of property) (i) injury to or death or any individual person or damage to or destruction of property caused by LBH'S use or occupancy of Facility (or any portion thereof), including without limitation, the conduct or management of its business in any portion of the Facility and its management and operation of the Facility, (ii) the breach by LBH of any warranty, representation or covenant made in this Agreement, or (iii) any violation of any copyright, patent, service mark, trade name or trademark by LBH.

20.2 Indemnification obligation of City. To the extent permitted by the Texas Constitution and State Law and with the mutual understanding that City is a home rule municipality chartered under the Texas Constitution and a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving or dimishing City's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, City shall defend, indemnify and hold harmless LBH, its agents, directors, partners, shareholders of LBH'S general partner, officers and employees (collectively, the "LBH Indemnitees") from and against any and all demands, losses, judgments, damages, suits, claims, actions, liabilities and expenses, (including without limitation, all attorneys fees and expenses) in law or in equity, of every kind and nature whatsoever, for bodily injury, death or damage to property, which any LBH Indemnitees may suffer or sustain, or which may be asserted or instituted against any of LBH Indemnitees,

resulting from, arising out of or in connection with (except to the extent caused by LBH'S gross negligence or willful misconduct with respect to any injury to or death of any individual person, or with respect to damage to or destruction of property) (i) injury to or death of any individual person or damage to or destruction of property arising from City's ownership, construction, use, operation, maintenance or occupancy of the Facility (or any portion thereof) including, without limitation, the conduct of any City Events in the Facility, or any part thereof or of any City business; (ii) City's use or occupancy of the Facility (or any portion thereof) in violation of this Agreement; (iii) the breach by City of any its warranties, representations or covenants made in this Agreement; (iv) the performance of any labor or services or the furnishing of any materials or other property in respect to the Facility by City; (v) any violation of any copyright patent, service mark, trade name or trademark by City; and (vi) any acts or omissions of any City Indemnitees. LBH acknowledges that City's obligations to indemnify shall be limited to the extent provided by Texas law.

20.3 Insurance. City acknowledges that it shall look first to the proceeds of any insurance policies maintained by LBH pursuant to Article XII hereof for recovery in respect of the obligations of LBH under this Article XX hereof and, if such proceeds are insufficient, then to LBH.

20.4 Claims. If any claim, action or proceeding is made or brought against City as to which LBH is to indemnify City as required by this Article XX, then upon demand by City, LBH shall resist or defend such claim, action or proceeding in City's name, if necessary, by the attorneys for LBH'S insurance carrier (if such claim, action or proceeding is covered by insurance).

ARTICLE XXI.
DEFAULT BYLBH; CITY'S REMEDIES

21.1 Events of Default. The following events (individually, an "Event of Default", and collectively, "Events of Default" constitute defaults under this Lease:

(a) Failure of LBH to pay when due an installment of the Rent or any other amount payable to City hereunder and such failure is not cured within ten (10) days after written notice of such failure is given to LBH; provided, that City shall not be required to notify LBH, and LBH shall not be entitled to receive notice, of the failure to pay Rent more than two (2) times during any twelve (12) month period;

(b) A breach of any representation and warranty of LBH under this Lease or the failure of LBH to comply with any term or covenant of this Lease (other than those otherwise expressly provided for in this Section 21.1) and such failure is not cured within thirty (30) days after written notice of such failure is given to such party;

(c) Insolvency of, or the making of a transfer in fraud of creditors or a general assignment for the benefit of creditors by, LBH;

(d) Filing of a petition under any section or chapter of the Bankruptcy Code or under any similar law or statute of the United States or any State thereof, by or against LBH, or entry of an order for relief in a bankruptcy proceeding against LBH and, if such proceeding is an involuntary proceeding against LBH, such order for relief is not dismissed within ninety (90) days after it is entered;

(e) Appointment of a receiver, trustee or liquidator of LBH or for all or substantially all of the assets of LBH and, if such appointment is pursuant to an involuntary proceeding against LBH, such appointment is not dismissed within ninety (90) days after having been made;

(f) Intentionally deleted;

(g) Intentionally deleted;

(h) Unless due to an event of Force Majeure, the failure to hold at least 40 games of non-affiliated minor league professional baseball in any Lease Year beginning in 2015;

(i) Prior to the effective date of this Agreement, LBH shall not have fulfilled, to the satisfaction of the American Association of Independent Professional Baseball, all of the conditions to the Lemurs participation in the 2015 .

(j) A breach by LBH or termination of the Franchise Agreement not cured within any applicable grace period.

21.2 Remedies of City. On the occurrence of an Event of Default, City may pursue any rights or remedies to which City may be entitled at law, in equity or as provided in this Lease, including, but not limited to, a one or more of the following remedies without any further notice or demand whatsoever except as otherwise indicated (and, further, LBH is liable for damages as provided in Section 21.3).

(a) Termination. City may terminate this Lease by giving written notice of termination to LBH, in which event LBH shall immediately surrender the Demised Premises to City. If LBH fails to so surrender the Demised Premises, then City may, without prejudice to any other remedy it has for possession of the Demised Premises or arrearage in rent or other damages, re-enter and take possession of the Demised Premises and expel or remove LBH and any other person occupying the Demised Premises or any part thereof, by any lawful means, WITHOUT BEING LIABLE FOR PROSECUTION OR CLAIM FOR DAMAGES WHETHER CAUSED BY THE NEGLIGENCE OF CITY OR OTHERWISE.

(b) Continuation of Lease; Reletting of Demised Premises. City may continue this Lease in full force and effect, in which case LBH is liable for all rents and other amounts payable under this Lease as they come due. City may, nevertheless, re-enter and take possession of the Demised Premises, by any lawful means, without terminating this Lease and without being liable for prosecution or for any claim for damages

therefore, and relet the Demised Premises and apply the rent received to the account of LBH. No reletting by City is considered to be for its own account unless City has notified LBH that this Lease has been terminated. City may relet the Demised Premises for a period or periods of time equal to, lesser or greater than the remainder of the Term, and on whatever terms and conditions City, in its sole discretion, deems advisable. City's action under this subsection (b) is not considered an acceptance of LBH'S surrender of the Demised Premises unless City expressly so notifies or agrees with LBH in writing

(c) Act for LBH. Re-enter the Demised Premises by any lawful means, without terminating this Lease and without being liable for any prosecution or for any claim for damages therefore, and do whatever LBH is obligated to do under the terms of this Lease. LBH shall pay to City, on demand, the expenses incurred by City in effecting compliance with LBH'S obligations under this Lease, plus interest thereon at the Default Rate. City is not liable for any damages resulting to LBH from such action, unless caused by the gross negligence or willful misconduct of City.

(d) Change Locks. City may change the locks on any doors permitting entry into the Demised Premises or any portion thereof and deny LBH'S access thereto until all Events of Default have been cured. City has no obligation to advise LBH of the change of locks other than to provide written notice at the Demised Premises of the person whom LBH may contact, during the normal business hours for the Demised Premises of which LBH has advised City in writing, to acquire additional information. LBH waives all rights under Chapter 93 of the Texas Property Code to which it is otherwise entitled.

(e) Lease Remedies Not Exclusive; Lease Supersedes Property Code. Pursuit of any of the foregoing remedies does not constitute an irrevocable election of remedies nor preclude pursuit of any other remedy provided elsewhere in this Lease or by applicable law, and none is exclusive of another unless so provided in this Lease or by applicable law. Likewise, forbearance by City to enforce one or more of the remedies available to it on an Event of Default does not constitute a waiver of that default or of the right to exercise that remedy later or of any rent, damages or other amounts due to City hereunder. In the case of a conflict, and to the extent that Chapter 93 of the Texas Property Code applies to this Lease, the terms of this Lease supersede and control the provisions of Chapter 93 of the Texas Property Code.

21.3 LBH'S Liability Damages.

(a) In General. In all events, LBH is liable for all damages of whatever kind or nature, direct or indirect, but excluding consequential or punitive damages, suffered by City as a result of the occurrence of an Event of Default, together with interest thereon at the Default Rate. If LBH fails to promptly pay City for the damages suffered, City may pursue a monetary recovery from LBH, but City's right to pursue a monetary recovery shall be subject to and limited by Section 25.7(b). Included among those damages are all reasonable expenses incurred by City in repossessing the Demised

Premises (including, among other expenses, increased insurance premiums resulting from LBH'S vacancy), all reasonable expenses incurred by City in reletting the Demised Premises (including, among other expenses, those incurred for repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new LBH on a reletting, all losses incurred by City as a result of LBH'S default, including, among other losses, any adverse reaction by any permitted mortgagee of City and a reasonable allowance for City's administrative efforts, salaries and overhead attributable directly or indirectly to LBH'S default and City's pursuit of the rights and remedies provided under this Lease or by applicable law.

(b) Termination of Lease. If City terminates this Lease under Section 21.2(a) then LBH shall pay to City on demand the amount of all loss and damage suffered by City by reason of the termination, but excluding consequential or punitive damages, to be determined by one or a combination of the following measures of damages:

(1) Until City is able, through good faith efforts (the nature of which shall be at City's sole discretion), to relet the Demised Premises, LBH shall timely pay to City on or before the first or the fifteenth day of each calendar month, as the applicable case may be, all amounts required to be paid by LBH under this Lease. After the Demised Premises have been relet by City, LBH shall pay to City on the 20th day of each calendar month, the difference between the amount required to be paid by LBH under this Lease for that calendar month and the amount actually collected by City for that month. If it becomes necessary for City to bring suit to collect a deficiency, City may allow the deficiency to accumulate and may bring an action on several or all of the accrued deficiencies at one time. No suit shall prejudice in any way City's right to bring a similar action for any deficiency or deficiencies that arise later. Any amount collected by City from subsequent LBHs for any calendar month which exceeds the amounts required to be paid by LBH under this Lease, shall be credited to reduce LBH'S liability for any calendar month for which the amount collected by City is less than the amount required to be paid by LBH, as LBH'S sole right to that excess.

(2) When City desires to do so, including after it has elected to proceed under subparagraph (i) immediately above (that election not being exclusive under this Lease), City may demand a final settlement. On that demand, City is entitled to receive from LBH the difference between the total of all amounts required to be paid by LBH under this Lease for the remainder of the Term minus the reasonable rental value of the Demised Premises for that period, with such difference to be discounted to a present value based on the rate of eight percent (8%) per annum.

(3) City's election to proceed under subsection (i) above shall not prejudice its right thereafter to cancel that election in favor of the remedy described in subsection (ii) above, so long as at the time of that cancellation, LBH is still in default.

(c) Continuation of Lease; Re-letting of Demised Premises. If City elects to continue this Lease in effect, then LBH is liable for the Rent and other amounts due hereunder. If

City relets the Demised Premises for the account of LBH, then the amounts actually received by City shall be credited to the amounts owed by LBH under this Lease (including the amounts described in Section 21.3(a))

ARTICLE XXII.
NO IMPLIED WAIVER

Either party's failure to insist at any time on the strict performance of any covenant or agreement, or such party's failure to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, agreement, or condition contained in this Lease shall not prevent a subsequent act from being a violation. A party shall be considered to have waived a provision of this Lease only if specifically expressed in a writing signed by such party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

ARTICLE XXIII.
NOTICES

Each provision of this Lease and other requirements with reference to the sending, mailing or delivery of any notice, communication, request, reply or advice (hereinafter severally and collectively called "notice"), or with reference to the making of any payment by LBH to City, shall have been complied with when and if the following steps are taken:

(a) Payments Due City. All Rent and other payments required to be made by LBH to City hereunder shall be payable to City in Webb County, Texas, at the address set forth in Article I or at such other address as City specifies from time to time. All such payments shall, for the purposes of this Lease, notwithstanding the provisions of the following paragraph (b), be deemed paid only when actually received by City. Except as may be provided otherwise in this Lease, all amounts payable under this Lease shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

(b) Notices. Any notice or document required to be delivered hereunder, or any notice given by either party hereto to the other party, shall be deemed to be delivered if actually received by delivery by hand, messenger, telecopy or overnight courier or, whether or not received, on deposit in the United States mail, postage prepaid, certified or registered mail (with return receipt requested), addressed to the appropriate party at its respective address set forth in Article I or at such other address as that party has theretofore specified in accordance with the following paragraph (c). Notice given in any other manner is effective only if and when received by the party to be notified. If a party intentionally avoids receipt of notice, then notice is deemed received if given by any means by which service of process can be effected under applicable law.

(c) Change in Addresses. The parties hereto and their respective heirs, successors, legal representatives, and assigns may from time to time change their respective addresses by giving at least fifteen (15) days' written notice to the other parties, delivered in compliance with this Article XXIII.

ARTICLE XXIV.
MEDIATION

The parties shall endeavor to resolve their Claims by non-binding mediation which said request for mediation shall be filed in writing with the other party to this Agreement. Non-binding mediation shall proceed in advance of legal, or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE XXV.
MISCELLANEOUS

25.1 Attorney's Fees. Each party shall bear its own legal fees and expenses incurred in connection with this Lease. LBH shall reimburse City for reasonable fees and any other expenses of City's legal counsel in connection with future amendment, modification, waiver or consent under this Lease if such amendment, modification, waiver or consent is requested by LBH. If, as a result of any breach or default by either City or LBH of its respective obligations under this Lease, either party shall bear its own expenses if it employs an attorney to enforce or defend any of its rights or remedies hereunder.

25.2 Force Majeure. If the performance by City or LBH of any provision of this Lease (other than the payment of Rent or any other monetary amount) is delayed or prevented by Force Majeure then the period for City's or LBH'S performance of the provision shall be automatically extended for the same amount of time that City or LBH is so delayed or hindered.

25.3 Use of Language. Words of any gender used in this Lease include any other gender, and words in the singular include the plural, unless the context otherwise requires.

25.4 Captions. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent arises.

25.5 Successors. The terms, conditions and covenants contained in this Lease are for the benefit of and are binding on, the parties hereto and their respective permitted successors and permitted assigns, except as otherwise herein expressly provided.

25.6 Severability. If any provision of this Lease is finally held by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision shall be deemed severed from this Lease and the validity and enforceability of the remaining provisions of this Lease shall be unaffected.

25.7 Personal Liability.

(a) Notwithstanding anything contained in this Lease to the contrary, City's liability to LBH for any default by City under this Lease is limited to City's interest in the Demised Premises, and LBH agrees to look solely to City's interest therein for the recovery of any judgment against City. Notwithstanding anything contained in this Lease to the contrary, LBH hereby acknowledges and agrees that none of the council members, officers, employees or agents of City shall ever have any liability for any of the duties and obligations of City with respect to this Lease.

(b) Notwithstanding anything contained in this Lease to the contrary, no limited partner, member, manager, officer, director, owner, employee, agent, attorney or representative of LBH shall be deemed to be a party to this Lease or shall be liable for any of the contractual obligations created under this Lease.

25.8 Non-Appropriation. The Parties acknowledge that City's obligation under this Agreement to make payments beyond the current fiscal year is subject to Article 11, Section 5 of the Texas Constitution. It is City's intent to remit all payments for maintenance and repair costs and other charges that are City obligations under this Agreement for its entire term; and the City Manager shall include an appropriation for such payments in each subsequent budget until such time as the City's obligations under this Agreement are satisfied. In the event that City Council does not grant an appropriation of funds at any time during the term of this Agreement, and the non-appropriation did not arise from an act or omission, then a non-appropriation shall deemed to have occurred. In the event that a non-appropriation has occurred, at least 10 days after the non-appropriation, the City Manager shall notify LBH that the funds haven to been appropriated for the fiscal period and certify that such non-appropriation did not occur as a result of a failure to include the appropriation in the proposed budget for that fiscal year. In such event, LBH may elect to pay such costs for a budget year that City funds are not appropriated or terminate this Agreement. Such election must occur within 10 days from the date notice of the City Council's failure to budget payment of the City's obligations under this Agreement for that budget year and should LBH elect to terminate this Agreement LBH shall vacate the Demise Premises within 30 days of such election and thereafter the Parties shall have any further obligation under this Agreement. In the event that the non-appropriation occurred as a result of a failure to include the appropriation in the proposed budget for the fiscal year in question, the City Manager shall cause a budget amendment to be presented to City Council, at the first available meeting time.

25.9 Suppersession of Prior Agreements. This Operation/Lease Agreement shall supersede that certain Development/Prelease Agreement the City entered into on August 9, 2010, with LBH's predecessor in interest's manager (Ventura Sports Group – Laredo, Inc.),

that certain Operations/Lease Agreement, City entered into on September 7, 2010, with LBH's predecessor in interest (Laredo Baseball Investors LLC), that certain Non-Competition Agreement City entered into on August 9, 2010, with Ventura Sports Group – Laredo, Inc.; and both the Memorandum of Understanding and First Amendment to the Memorandum of Understanding and the aforementioned agreements, and all other prior agreements between LBH and City, shall have no lawful effect as of the effective date of this Agreement.

25.10 Non-competition. Without the prior written consent of City, during the term of this Operations/Lease Agreement, LBH shall not directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, lend its credit to, or render services or advice to, any Person engaged in the business of owning, leasing, operating or otherwise participating in the operation of a baseball stadium at any location within one hundred (100) miles of the Project. LBH confirms that this covenant is reasonable with respect to its duration, geographical area, and scope.

25.11 Damage From Certain Causes. City is not liable or responsible to LBH for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience that may arise through repair or alteration of any part of the Demised Premises, or a failure to make any such repairs.

25.12 Governing Law Venue. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of Texas, Laredo Division, and, if such court does not have jurisdiction, of the courts of the State of Texas in Webb County, for the purposes of any action arising out of this Agreement or the subject matter hereof or thereof brought by any other party.

25.13 No Reduction Of Rental. Except as otherwise expressly and unequivocally provided in this Lease, LBH shall not for any reason withhold or reduce the amounts payable by LBH under this Lease, it being understood that the obligations of City hereunder are independent of LBH'S obligations. In this regard, if City commences any proceedings against LBH for nonpayment of Rent or any other sum due and payable by LBH under this Lease, LBH shall not interpose a counterclaim or other claim against City of whatever nature or description in any such proceedings; and if LBH interposes any such counterclaim or other claim against City in such proceedings, then in addition to any other lawful remedy of City, on motion of City the counterclaim (except for compulsory counterclaims) or other claim asserted by LBH shall be severed out of the proceedings instituted by City and those proceedings may proceed to final judgment separately and apart from and without consolidation with or reference to the status of the counterclaim or any other claim asserted by LBH.

25.14 No Partnership. Notwithstanding anything to the contrary herein, City is not, and under no circumstances shall it be considered to be, a partner of LBH or engaged in a joint venture with LBH.

25.15 No Oral Changes. This Lease may not be changed or terminated orally, but only in writing executed by the parties hereto.

25.16 No Third-Party Beneficiaries. City and LBH intend that this Lease shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than City or LBH or permitted assignees of City or LBH, except that the indemnification and hold harmless obligations by LBH provided in Article XX shall inure to the benefit of the Indemnitees.

25.17 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

25.18 Survival. Upon the expiration of the term or the termination of the Lease, neither City nor LBH shall have any further duties, obligations or liabilities under this Lease except for the duties, obligations and liabilities under Article XX hereof and except that nothing herein shall relieve any party from liability for any breach of this Lease.

25.19 No Merger. There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person or entity may acquire, own or hold the interests of City under this Lease and the interests of LBH under this Lease; provided, however, that the foregoing provision shall not be applicable in connection with, or otherwise affect, the termination or expiration of this Lease.

25.20 Mediation. City and LBH agree that if a dispute arises between them relating to this Lease, they will use commercially reasonable efforts to settle the dispute by mediation in accordance with the provisions of this section before pursuing any other available legal remedies. Either party may give written notice to the other that a dispute exists and that such party desires to pursue mediation. City and LBH shall each appoint one mediator, who shall be an impartial person. The two (2) mediators thus appointed shall appoint the third mediator, who shall be an impartial person.

25.21 Representatives. Until prior notice of a change in an authorized representative is given as provided below, set forth below is the name of the authorized representative or representatives who shall have the authority to administer the provisions of this Agreement and grant consents and approvals required under this Agreement on behalf of each of City and LBH:

Party	Name
City	City Manager
LBH	Laredo Baseball Holdings Inc. %Marcus Holliman

An authorized representative of either party may be changed at any time by such party giving not less than three (3) days prior written notice thereof to the other party.

25.19 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

25.20 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

25.21 Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

25.22 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

25.23 Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

25.24 Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. This agreement is subject to all applicable present and future valid laws governing the Juvenile Justice Programs applicable to school district and/or County Juvenile Probation Departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

25.25 Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

25.26 Attachments. The following Exhibit is attached to and are a part of this Lease:

Schedule 1

Exhibit "A" Metes and Bounds Description and Survey Map of Premises.

Exhibit "B" Approve Lemurs' Logo

Exhibit "C" Parking Plan

This Lease Agreement has been executed and delivered as of the date first written above.

THE CITY OF LAREDO, TEXAS

By: Jesus M Olivares

Name: JESUS M. OLIVARES

Title: Interim City Manager

Date: 1-16-15

LAREDO BASEBALL HOLDINGS INC.

By: Arianna Torres Alvarado

Name: Arianna Gpe. Torres Alvarado

Title: Owner

Date: 1-16-2015

SCHEDULE 1

Approved Budget For 2015 Fiscal Year.

METES AND BOUNDS DESCRIPTION
FOR A 39.727 ACRE TRACT

A TRACT OF LAND CONTAINING 1,730,493 sq.ft. (39.727 Acres), being out of that certain 1,342.72 acre tract of land described in a warranty deed to John Joseph Jacaman and Laura Jacaman Sanchez, recorded in volume 47, pages 418-422, of the Official Public Records of Webb County, Texas, executed on July 30, 1992 in the City of Laredo, Webb County, Texas; said 39.729 acres tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod on the southeast corner of Lot No. 4, also the southwest corner of Lot No. 3, Block No. 3 of the Jacaman Ranch Subdivision Unit 7, recorded in volume 22, pages 90 & 91, of the Plat Records of Webb County, Texas; said point being the **POINT OF BEGINNING** hereof;

THENCE, N72°04'25"E, along the south boundary line of said Block No. 3, a distance of 272.72 feet to a found iron rod on the southeast corner of Lot No. 2, also the southwest corner of Lot No. 1 of said Block No. 3, to an exterior corner and point of deflection to the right;

THENCE, S88°30'10"E, continuing along the south boundary line of said Block No. 3, a distance of 156.41 feet to a found iron rod on the west right-of-way line of Sinatra Parkway, to an exterior corner and point of deflection to the right;

THENCE, S01°31'58"W, along the west right-of-way line of Sinatra Parkway, a distance of 125.78 feet to a set iron rod on a point of tangency of a curve to the left having a radius of 635.00 feet, a central angle of 37°11'22", a tangent of 213.64 feet, a chord of 404.97 feet , and a chord bearing of S17°03'43"E;

THENCE, along said curve to the left, also continuing along the west right-of-way line of Sinatra Parkway, a distance of 412.17 feet to a set iron rod of a non-tangency point, being the northerly corner of Lot No. 1, Block No. 1, of the Jacaman Ranch Unit 2, recorded in volume 18, page 88, of the Plat Records of Webb County, Texas;

THENCE, S54°21'28"W, along the northwest boundary line of said Lot No. 1, Block No.1, of Jacaman Ranch Unit 2, a distance of 92.66 feet to a found iron rod, for an interior corner and point of deflection to the left;

THENCE, S09°37'25"W, along the west boundary line of said Block No.1, Block No. 1, of Jacaman Ranch Unit 2, and continuing along the west boundary line of Lot No.1, Block No.1, of the Diamond Subdivision at Jacaman Ranch, recorded in volume 17, page 28, of the Plat Records of Webb County, Texas; and with a cyclone fence, a distance of 1,310.35 feet to a found iron rod for the southwest corner of said Lot No. 1, Block No. 1, of the Diamond Subdivision at Jacaman Ranch; this point also being on the north boundary line of the Laredo International Airport Passenger Terminal Subdivision, as recorded in volume 16, pages 45 – 47, of the Plat Records of Webb County, Texas; to an exterior corner and point of deflection to the right;

THENCE, N79°55'57"W, along said north boundary line of the Laredo International Airport Passenger Terminal Subdivision, and with a game-proof fence, a distance of 921.01 feet to a steel fence corner post, to an exterior corner and point of deflection to the right;

THENCE, N03°00'13"E, along an east boundary line of said Laredo International Airport, identified as property "A" on the indenture recorded in volume 478, pages 479 – 481, of the Deed Records of Webb County, Texas, and with a game-proof fence, a distance of 1,605.29 feet to a point on said game-proof fence, to an exterior corner and point of deflection to the right;

THENCE, S88°31'03"E, a distance of 0.70 feet, to a found concrete monument and continuing along the south boundary line of Lot No. 1, Block No. 1, of said Jacaman Ranch Subdivision Unit 7, to a point on the southwest corner of said Lot No. 4, Block No. 3, of the Jacaman Ranch Subdivision Unit 7, for a total distance of 379.91 feet, to an interior corner and point of deflection to the left;

THENCE, N83°10'09"E, along the south boundary line of said Lot No. 4, Block No. 3, of Jacaman Ranch Subdivision Unit 7, a distance of 207.48 feet to the **POINT-OF-BEGINNING** of this Tract of Land, containing 1,730,493 sq.ft. (39.727 Acres), in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from an actual survey on the ground and from office records available and made under my supervision on this 9th Day of May, 2005.

WITNESS MY HAND AND SEAL THIS **16th** DAY OF **MAY, 2005.**

ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052

LAREDO BASEBALL HOLDINGS, Inc.
CO-MANAGER - EMPLOYMENT AGREEMENT

Employment agreement made [1-16-2015], between Laredo Baseball Holdings, Inc., a company organized under the laws of Texas, having its principal office at 6320 Sinatra Parkway, Laredo, Texas 78041 ("Employer"), the holder of a minor league baseball franchise of the American Association of Independent Professional Baseball, Ltd. called the Laredo Lemurs ("Lemurs") and Marcus L. Holliman, of Laredo Baseball Holdings Inc. ("Employee").

1. EMPLOYMENT

Employer employs Employee as the co-manager of the Lemurs minor league baseball team and Employee accepts employment upon the terms and conditions set forth in this agreement.

2. TERM

A. Subject to the provisions of the renewal options on the part of either party to this agreement, as set forth below, the term of this agreement shall begin on the date of this agreement set forth above, and shall terminate after twenty-five (25) years. Employer understands and agrees the Employee's employment can only be terminated with for "cause" (defined below) and is not at-will. For purposes of this Agreement, "cause" shall be deemed to include:

(a) The commission of any material act of fraud, or other act of moral turpitude;

(b) The conviction of a felony related to the business operations of Laredo Baseball Holdings, Inc.

B. If Employee is terminated for cause, Employer's obligations under this Agreement in such event shall be limited to:

(a) The prorated payment of Employee's salary through the date of termination to the extent not yet paid;

(b) The payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with this Agreement.

3. COMPENSATION

For all services rendered by Employee, Employer shall pay Employee a salary equal to ten percent (10%) of the yearly Management Fee received by Employer from the City of Laredo pursuant to that certain First Amendment to Memorandum of Understanding executed on December 9, 2014, for the operation and management of the Lemurs.

4. DUTIES OF EMPLOYEE

A. Employee shall be known as the co-manager, and as such, Employee shall have full responsibility for supervising and managing the day-to-day operations of the Lemurs and the Uni-Trade Stadium located

at 6320 Sinatra Parkway, Laredo, Texas 78041 ("Stadium"). Employee's duties include but are not limited to:

1. Responsibility for the supervision and conduct of the head coach and coaches and their activities, including but not limited to providing annual evaluations of such coaches;

2. Hiring and supervising all administrative and other personnel as deemed appropriate for the proper and effective functioning of a minor league baseball team;

3. Maintaining effective relations with city officials, governing boards, associations, conferences, and committees;

4. Identifying needs for renovation and repairs consistent with principles of equal access and athletics; negotiate and recommend sports marketing, apparel, and sponsorship arrangements;

5. Responsibility for overseeing and assisting with scheduling athletic events and games, and other events at the Stadium;

6. Ensuring the fiscal integrity of the Lemurs; develop strategic plans and budgets; raise private funds; monitor the expenditure of all funds consistent with all municipal, state and federal laws; manage the bank accounts and financial affairs; and

7. Perform such other duties as assigned from time to time by Employer.

B. When so requested by Employer, Employee shall also advise Employer on all matters relating to minor league baseball of which Employee has specific knowledge or experience and shall accompany Employer to any and all official league meetings to act as Employer's advisor on minor league baseball matters. Employee shall represent Employer at such meetings when Employer is unable to attend, and shall have the right to be present at any league meeting or owners' meetings when decisions are to be made regarding voting on behalf of franchise, player limits, recruiting or player signings, players' contracts, playing rules, or other matters pertinent to the success of the baseball operations of the Lemurs and the Stadium.

C. Employer shall have the right to request that Employee consult with it on baseball matters, but otherwise shall not hinder, harass, or interfere with Employee's performance of the duties under this agreement. The intent and purpose of this clause is to give Employee full control of the baseball operations of Employer to enable Employee to build for Employer a first-class minor league baseball team.

D. Employer shall obey any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations of the same, and any and all amendments, supplements, or modifications to the same, promulgated by the American Association of Independent Professional Baseball, Ltd., or any successor of such association.

5. EXPENSES

Employee is authorized to incur reasonable expenses in the business of Employer and in carrying out Employee's duties as co-manager. These expenses may include sums for travel, entertainment, and similar items. Employer shall reimburse Employee for all such properly incurred expenses upon presentation by Employee of an itemized account of such properly incurred expenses.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION

A. Employee agrees to maintain as secret and confidential all trade secret and nonpublic information relating to the Employer and the business of the Employer that was disclosed to or acquired or known by Employee during Employee's employment with the Employer. Such Employer trade secret or confidential information includes, but is not limited to, lists of vendors, including customer lists; personnel, pricing and account information; marketing and business plans; information concerning litigation or pending litigation; and any communications subject to the attorney-client privilege as to the Employer's attorneys. During Employee's employment by the Employer and after the termination of Employee's employment, Employee shall not, or as may otherwise be required by law or legal process, use or communicate or disclose any such trade secret or confidential information to any third party other than the Employer and those whom the Employer authorizes to receive such information.

B. Employee acknowledges and agrees that all Employer property, including keys, credit cards, books, manuals, records, reports, notes, contracts, vendor lists, and other information defined as confidential and proprietary in any other agreement between the parties, copies of any of the foregoing, and any equipment furnished to Employee by the Employer, belong to the Employer and shall be promptly returned to the Employer upon termination of employment.

7. ASSIGNMENT

A. The rights of Employer shall inure to the benefit of its successors. Employee shall be able to assign any of its duties under the terms of this agreement

B. Should Employer sell the Lemurs or the franchise under which such team is playing minor league baseball, any person, firm, corporation, or other entity purchasing such team or franchise shall take such title or interest subject to and shall agree to be bound by this agreement.

8. STOCK AS ADDITIONAL COMPENSATION

A. In special consideration of Employee's anticipated success in managing and operating a minor league baseball team, and other good and valuable consideration, including mutual covenants, benefits, and forbearances, as an additional incentive, Employer agrees to set aside and provide on or before (5) five years after the effective date of this agreement, an option to acquire ten percent (10%) of the stock of Laredo Baseball Holdings Inc.

B. Such ten percent (10) % shall be based upon shares of common stock, upon the following limitations, terms, and conditions:

1. Employee does not have the right to take possession and ownership of such stock until Employee exercises the option in writing subject to all the terms, conditions, limitations, and provisions set forth in any Bylaws, Buy-Sell Agreements or other governing documents of Laredo Baseball Holdings Inc.

9. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

10. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

11. GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Texas.

12. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

14. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this agreement.

15. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

[Signature Page to follow]

Signature Page- Co Manager Employment Agreement

The parties have executed this agreement the day and year first set forth above.

EMPLOYER
LAREDO BASEBALL HOLDINGS, INC.

By: Arianna Torres Alvarado
Title: Owner

EMPLOYEE
MARCUS HOLLIMAN

Printed Name: Marcus L. Holliman

LAREDO BASEBALL HOLDINGS, Inc.
CO-MANAGER - EMPLOYMENT AGREEMENT

Employment agreement made [1-16-2015], between Laredo Baseball Holdings, Inc., a company organized under the laws of Texas, having its principal office at 6320 Sinatra Parkway, Laredo, Texas 78041 ("Employer"), the holder of a minor league baseball franchise of the American Association of Independent Professional Baseball, Ltd. called the Laredo Lemurs ("Lemurs") and Saul Villarreal, of Laredo Baseball Holdings Inc ("Employee").

1. EMPLOYMENT

Employer employs Employee as the co-manager of the Lemurs minor league baseball team and Employee accepts employment upon the terms and conditions set forth in this agreement.

2. TERM

A. Subject to the provisions of the renewal options on the part of either party to this agreement, as set forth below, the term of this agreement shall begin on the date of this agreement set forth above, and shall terminate after twenty-five (25) years. Employer understands and agrees the Employee's employment can only be terminated with for "cause" (defined below) and is not at-will. For purposes of this Agreement, "cause" shall be deemed to include:

(a) The commission of any material act of fraud, or other act of moral turpitude;

(b) The conviction of a felony related to the business operations of Laredo Baseball Holdings, Inc.

B. If Employee is terminated for cause, Employer's obligations under this Agreement in such event shall be limited to:

(a) The prorated payment of Employee's salary through the date of termination to the extent not yet paid;

(b) The payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with this Agreement.

3. COMPENSATION

For all services rendered by Employee, Employer shall pay Employee a salary equal to ten percent (10%) of the yearly Management Fee received by Employer from the City of Laredo pursuant to that certain First Amendment to Memorandum of Understanding executed on December 9, 2014, for the operation and management of the Lemurs.

4. DUTIES OF EMPLOYEE

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at 6320 Sinatra Parkway, Laredo, Texas 78041 ("Stadium"). Employee's duties include but are not limited to:

1. Responsibility for the supervision and conduct of the head coach and coaches and their activities, including but not limited to providing annual evaluations of such coaches;

2. Hiring and supervising all administrative and other personnel as deemed appropriate for the proper and effective functioning of a minor league baseball team;

3. Maintaining effective relations with city officials, governing boards, associations, conferences, and committees;

4. Identifying needs for renovation and repairs consistent with principles of equal access and athletics; negotiate and recommend sports marketing, apparel, and sponsorship arrangements;

5. Responsibility for overseeing and assisting with scheduling athletic events and games, and other events at the Stadium;

6. Ensuring the fiscal integrity of the Lemurs; develop strategic plans and budgets; raise private funds; monitor the expenditure of all funds consistent with all municipal, state and federal laws; manage the bank accounts and financial affairs; and

7. Perform such other duties as assigned from time to time by Employer.

B. When so requested by Employer, Employee shall also advise Employer on all matters relating to minor league baseball of which Employee has specific knowledge or experience and shall accompany Employer to any and all official league meetings to act as Employer's advisor on minor league baseball matters. Employee shall represent Employer at such meetings when Employer is unable to attend, and shall have the right to be present at any league meeting or owners' meetings when decisions are to be made regarding voting on behalf of franchise, player limits, recruiting or player signings, players' contracts, playing rules, or other matters pertinent to the success of the baseball operations of the Lemurs and the Stadium.

C. Employer shall have the right to request that Employee consult with it on baseball matters, but otherwise shall not hinder, harass, or interfere with Employee's performance of the duties under this agreement. The intent and purpose of this clause is to give Employee full control of the baseball operations of Employer to enable Employee to build for Employer a first-class minor league baseball team.

D. Employer shall obey any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations of the same, and any and all amendments, supplements, or modifications to the same, promulgated by the American Association of Independent Professional Baseball, Ltd., or any successor of such association.

5. EXPENSES

Employee is authorized to incur reasonable expenses in the business of Employer and in carrying out Employee's duties as co-manager. These expenses may include sums for travel, entertainment, and similar items. Employer shall reimburse Employee for all such properly incurred expenses upon presentation by Employee of an itemized account of such properly incurred expenses.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION

A. Employee agrees to maintain as secret and confidential all trade secret and nonpublic information relating to the Employer and the business of the Employer that was disclosed to or acquired or known by Employee during Employee's employment with the Employer. Such Employer trade secret or confidential information includes, but is not limited to, lists of vendors, including customer lists; personnel, pricing and account information; marketing and business plans; information concerning litigation or pending litigation; and any communications subject to the attorney-client privilege as to the Employer's attorneys. During Employee's employment by the Employer and after the termination of Employee's employment, Employee shall not, or as may otherwise be required by law or legal process, use or communicate or disclose any such trade secret or confidential information to any third party other than the Employer and those whom the Employer authorizes to receive such information.

B. Employee acknowledges and agrees that all Employer property, including keys, credit cards, books, manuals, records, reports, notes, contracts, vendor lists, and other information defined as confidential and proprietary in any other agreement between the parties, copies of any of the foregoing, and any equipment furnished to Employee by the Employer, belong to the Employer and shall be promptly returned to the Employer upon termination of employment.

7. ASSIGNMENT

A. The rights of Employer shall inure to the benefit of its successors. Employee shall be able to assign any of its duties under the terms of this agreement

B. Should Employer sell the Lemurs or the franchise under which such team is playing minor league baseball, any person, firm, corporation, or other entity purchasing such team or franchise shall take such title or interest subject to and shall agree to be bound by this agreement.

8. STOCK AS ADDITIONAL COMPENSATION

A. In special consideration of Employee's anticipated success in managing and operating a minor league baseball team, and other good and valuable consideration, including mutual covenants, benefits, and forbearances, as an additional incentive, Employer agrees to set aside and provide on or before (5) five years after the effective date of this agreement, an option to acquire ten percent (10%) of the stock of Laredo Baseball Holdings Inc.

B. Such ten percent (10) % shall be based upon shares of common stock, upon the following limitations, terms, and conditions:

1. Employee does not have the right to take possession and ownership of such stock until Employee exercises the option in writing subject to all the terms, conditions, limitations, and provisions set forth in any Bylaws, Buy-Sell Agreements or other governing documents of Laredo Baseball Holdings Inc.

9. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

10. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

11. GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Texas.

12. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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[Signature Page to follow]

Signature Page- Co Manager Employment Agreement

The parties have executed this agreement the day and year first set forth above.

EMPLOYER
LAREDO BASEBALL HOLDINGS, INC.

By: Arianna Torres Alvarado
Title: Owner

EMPLOYEE
SAUL VILLARREAL

Saul Vill
Printed Name:
Saul Villarreal

Public Hearings (also Intro Ord) **4.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Initiated By: Jesus Olivares, Interim City Manager

Staff Source: Rosario Cabello, Financial Services Director

SUBJECT

Public hearing and introductory ordinance amending the City of Laredo's FY 2015 Hotel Motel budget by appropriating expenditures from a draw down of $220,000.00 from the Hotel Motel opening balance to increase the funding transferred out to the Laredo Convention & Visitors Bureau in the amount of $200,000.00 for marketing the Lemurs and/or other events at the stadium and $20,000.00 for the Texas Historical Commission tourism product development start-up costs. Furthermore, amending the FY 2015 Laredo Convention & Visitors Bureau operating budget by appropriating revenues and expenditures in the amount of $220,000.00, which are being funded by the Hotel Motel Fund. **(Approved by Finance & Operations Committees)**

PREVIOUS COUNCIL ACTION

A Memorandum of Understanding between the City of Laredo and Laredo Baseball Holding, Inc., ("LBH') for the leasing and operations of the ballpark was approved by the City Council on September 30, 2014.

BACKGROUND

The City shall contribute $200,000.00 in cash, or in-kind contribution, annually, to marketing the Lemurs or other events at the Stadium, and $20,000.00 for the Texas Historical Commission tourism product development start-up costs.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Conduct public hearing and introduce this ordinance.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Hotel-Motel
Account #:	Fund Balance

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Hotel Motel Operation Fund

	Amended Budget	**Revised Budget**	**Amendment**
Opening Balance	$4,086,760	$ 3,866,760	$ (220,000)
Transfer Out: LCVB	$2,670,551	$ 220,000	$2,890,551

Conventions and Visitors Bureau Fund

	Amended Budget	**Revised Budget**	**Amendment**
Opening Balance	$ 187,204	$ 187,204	$ -
Revenues	$ 2,994,510	$ 3,214,510	$ 220,000
Total Available	$ 3,181,714	$ 3,401,714	$ -
Expenditures	$ 3,181,714	$ 3,401,714	$ 220,000
Ending Balance	$ -	$ -	$ -

Attachments

Introductory Hearing for Hotel Motel Appropriation

INTRODUCTORY ORDINANCE

AMENDING THE CITY OF LAREDO'S FY 2015 HOTEL MOTEL BUDGET BY APPROPRIATING EXPENDITURES FROM A DRAWDOWN OF $220,000.00 FROM HOTEL MOTEL OPENING BALANCE. FURTHER, AMENDING THE FY 2015 LAREDO CONVENTIONS AND VISITORS BUREAU OPERATING BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $220,000.00, WHICH ARE BEING FUNDED BY THE HOTEL MOTEL FUND.

WHEREAS, on September 15, 2014, City Council authorized the proposed annual budget for fiscal year 2015; and

WHEREAS, it is being requested to amend the budget for the Conventions and Visitors Bureau Fund in order to reflect the appropriated revenues and expenditures during FY 2015;

WHEREAS, the total amount being transferred from the Hotel Motel Fund is $220,000;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS;

Section 1: Amending the City of Laredo's FY 2015 Hotel Motel budget by appropriating expenditures from a drawdown of $220,000.00 from Hotel Motel opening balance. Further, amending the FY 2015 Laredo Conventions and Visitors Bureau operating budget by appropriating revenues and expenditures in the amount of $220,000.00, which are being funded by the Hotel Motel Fund.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
RAUL CASSO
ATTORNEY

Public Hearings (also Intro Ord) **5.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Ralph A. and Maria C. Hase, owners; Deyanira Villarreal, applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending Ordinance 2006-O-019 of the City of Laredo authorizing a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the amendment to the Conditional Use Permit. District IV

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: The addition of a meat market to the existing grocery store with kiosk/food stand

Site: The site is currently La Tiendita Grocery Store.

Surrounding land uses: The land north of the site includes single-family residences, manufactured homes, and apartments. To the east of the site are single-family residences. South of the site are apartments, single family residences and manufactured homes. To the west of the site are single family residences, Templo El Buen Pastor, and manufactured homes. To the east of the site are single family residences and manufactured homes.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify San Carlos Street.

Letters sent to surrounding property owners: 33 In Favor: 2 Opposed: 1

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) meat markets in zones A-E, CBD, B-1, B-3, B-4, M-1, M-2 and MXD. This property is currently zoned R-2. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (2): Conditional Use Permit Application Submittal Criteria states that "Applications for properties currently zoned, A-G, RS, R-1, R-1A, R-1MH or RSM , may only seek conditional use status for those uses permitted by zones RS, R-1, R-1A, R-1MH, RSM, R-2, R-3, R-O, or B-1, of higher intensity."

Staff supports the amendment of the existing CUP at this location for the following reasons:

1. The proposed use is compatible with the existing grocery store use.

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?
Yes. The established land use pattern is single-family residential in nature.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
Yes, the surrounding zoning is R-3.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the amendment is compatible with the existing grocery store use.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the existing zoning only allows for single-family residential uses.

Staff suggests the following conditions:

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit "A", which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

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

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Exhibits, survey & pictures

ORDINANCE NO. 2015-O-

AMENDING ORDINANCE 2006-O-019 OF THE CITY OF LAREDO AUTHORIZING A CONDITIONAL USE PERMIT FOR A KIOSK/FOOD STAND BY ADDING A MEAT MARKET TO THE EXISTING GROCERY STORE ON LOT 12, BLOCK 446, EASTERN DIVISION, LOCATED AT 202 W. SAN CARLOS STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of an amendment to a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the amendment of a Conditional Use Permit for a kiosk/food stand by adding a meat market to the existing grocery store on Lot 12, Block 446, Eastern Division, located at 202 W. San Carlos Street.

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

1. The C.U.P. shall be issued to Deyanira Villarreal and Ralph A. Hase, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit “A”, which is made part hereof for all purposes.

3. The C.U.P. is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. Signage is limited to that allowed in an R-3 District.
5. A seven (7) foot opaque fence shall be provided abutting residential zones.
6. No outdoor sitting area is permitted.
7. No outdoor music is permitted.
8. No outdoor activities are permitted.

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

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

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

1. Criteria

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

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

2. Procedures

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

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.
C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

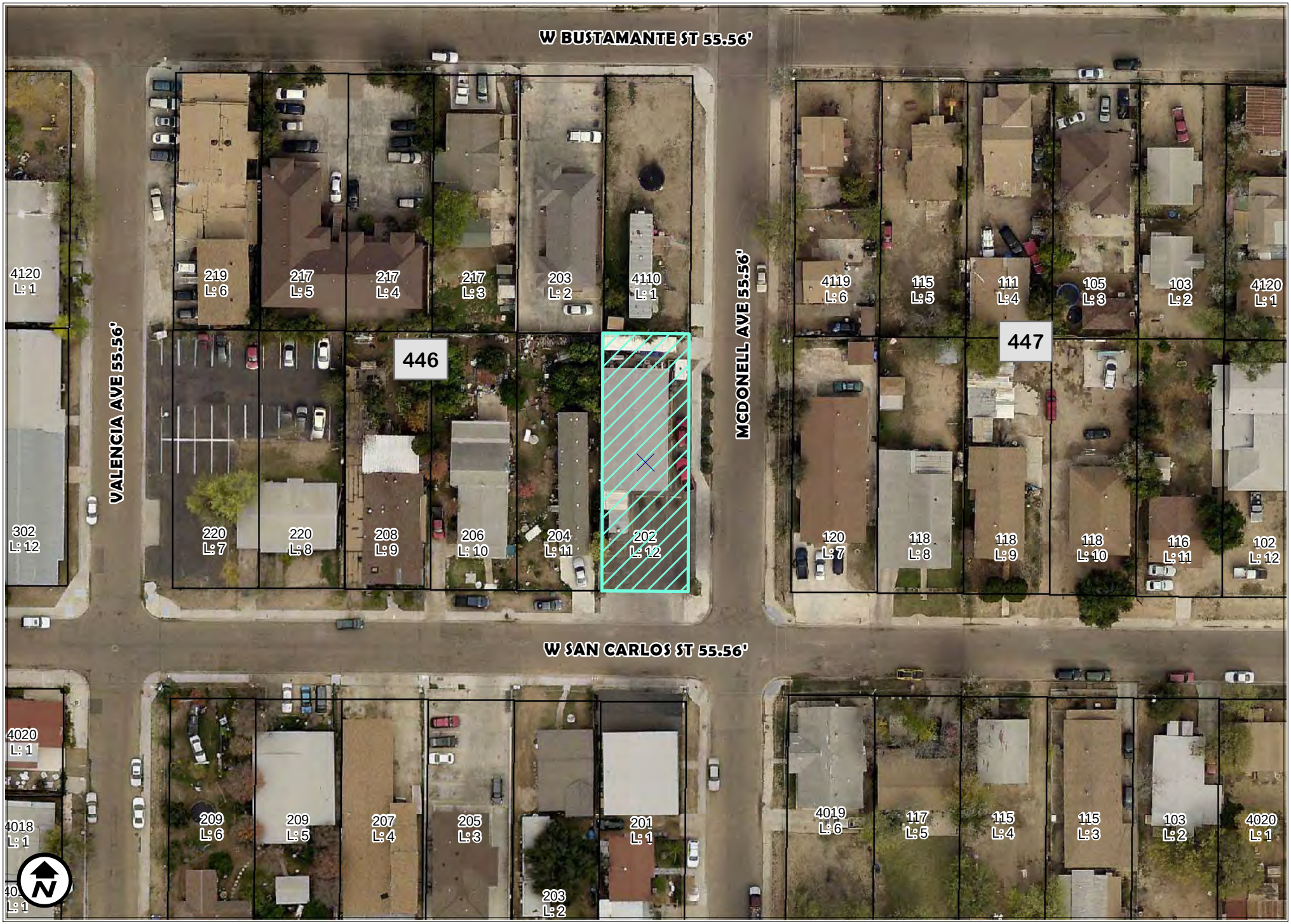
_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

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



AERIAL MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

FUTURE LANDUSE MAP
1 inch = 66 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

Attn: Susana Huerta
Planning Department

La Tiendita Groceries

Description of Business Operation for Meat Market and Kiosk

The Company

La Tiendita Groceries is established as a limited liability company owned by its founder. The store will be managed and directed by Deyanira Villarreal, a business owner with experience in business/sales.

Overview

La Tiendita Groceries, is a startup convenience store which will be launching a meat market and kiosk in the coming year. The meat market will sell a wide menu of meats to customers including medium- and low-income residents in the Laredo area. Hours of operation: Monday – Sunday 8:00 am to 10:00 pm. The number of employees will be limited to two-three people. The number of vehicles is estimated to be 2-3 on the property.

Meat Market Products and Service

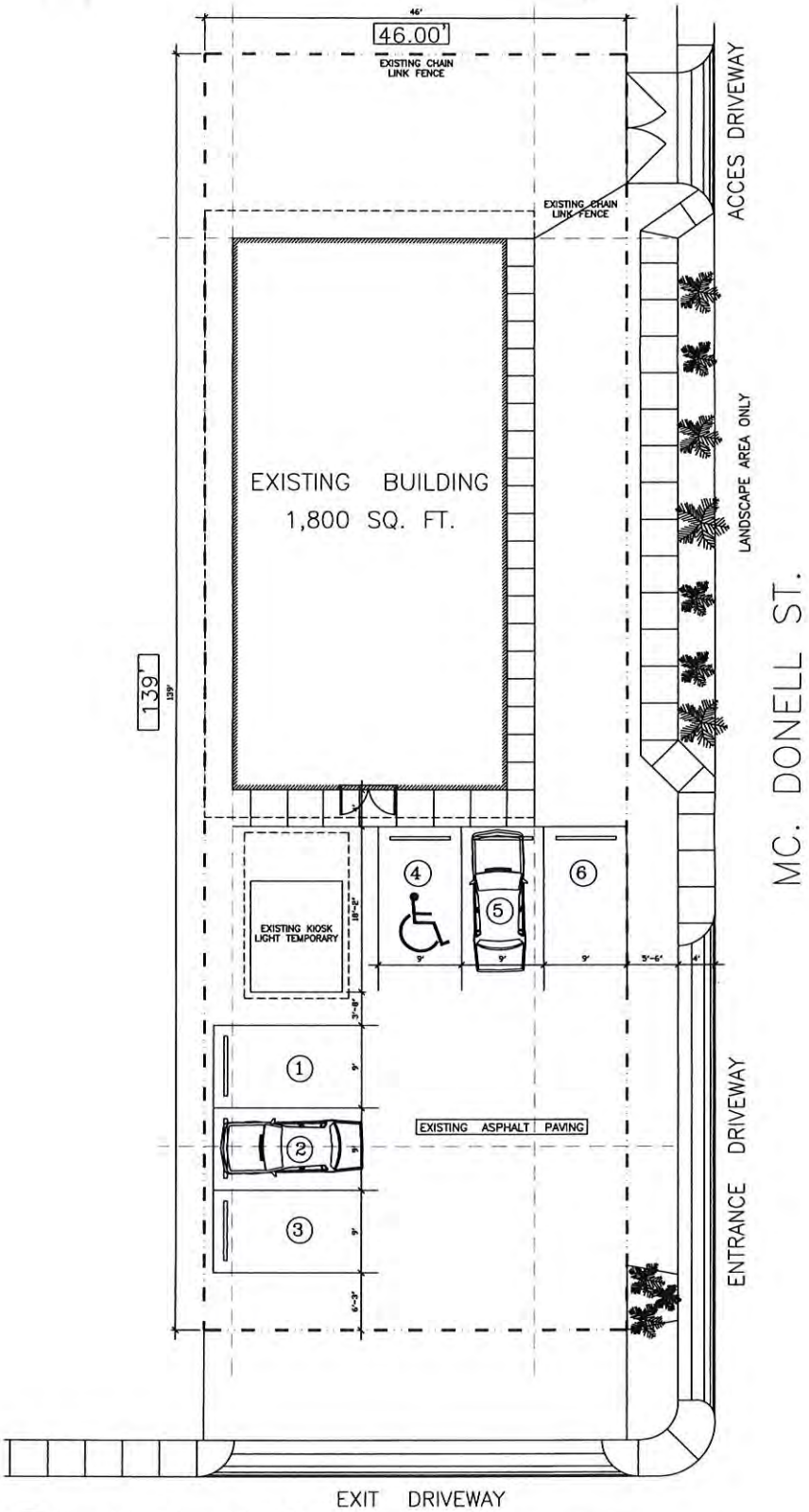
La Tiendita Groceries will provide basic meat options to customers interested in buying meat along with all of their grocery and food needs, and not traveling far from their home.

The store will sell a wide range of beef, poultry, and fresh pork. Upon request, the store will sell other specially requested items as well. The products will be purchased from suppliers within a 200 to 300 mile radius of the store to maintain product freshness. Products will be purchased as whole animals and butchered in the store by a trained butcher.

Proposed Activities for Kiosk: The kitchen will provide hot and cold food/beverages in a convenient and time-efficient way. It will provide its customers the ability to drive up and order offering an option to fast-food using the most logical and accessible method approved by city regulations. La Tiendita Groceries Kiosk will be managed and directed by Deyanira Villarreal, business owner. Hours of Operation: Monday – Sunday 7:30 am to 1:00 pm. The number of employees will be limited to one person.

Exhibit A

DVillarreal
Deyanira Villarreal
01-16-15



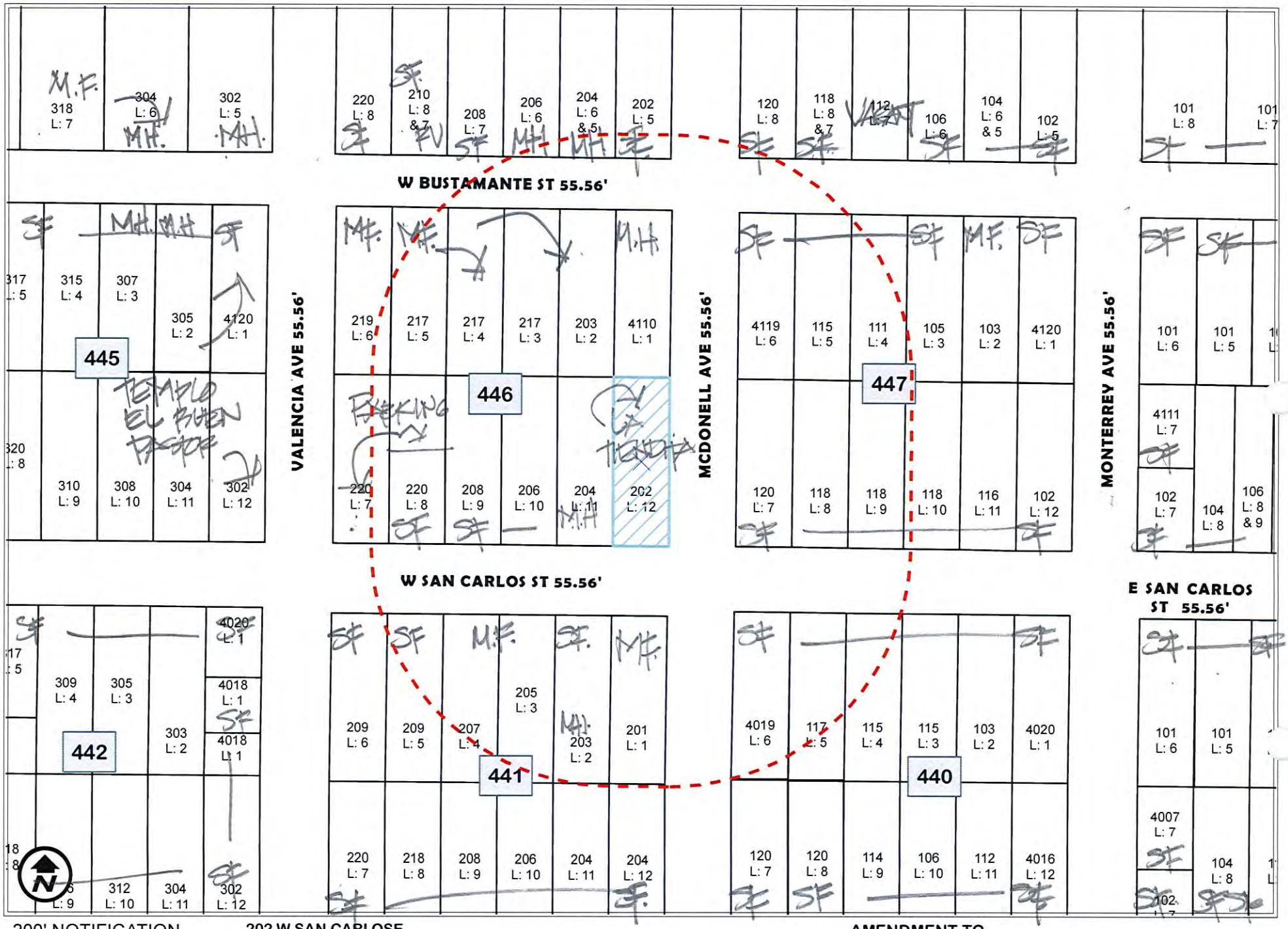
1 / A1 SITE PLAN

SCALE: NOT SCALE.

SAN CARLOS ST.

LEGAL DESCRIPTION
ADDRESS: # 202 W. San Carlos
LOT:
BLOCK:
SUBDIVISION:

Exhibit B



200' NOTIFICATION
1 inch = 100 feet
Date: 1/26/2015

202 W SAN CARLOSE
COUNCIL DISTRICT 4
ZC-24-2015

AMENDMENT TO
C.U.P. (CONDITIONAL USE PERMIT)
TO 2006-O-019

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

ZC--24-2015
202 W. San Carlos St.
Amendment to C.U.P. (Conditional Use Permit)

Public Hearings (also Intro Ord) **6.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Jesus Agustin Reyes, owner; Eric E. Wickstrom II, applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT
Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning the West 2/3 of Lot 8, Block 876, Eastern Division, located at 2701 N. Meadow Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the zone change. District IV

PREVIOUS COUNCIL ACTION
None

BACKGROUND
Council District: IV – The Honorable Juan Narvaez

Proposed use: restaurant

Site: single-family residential structure

Surrounding land uses: North of the site are single-family residential uses, a tattoo shop and Linda Hair Style. East of the site are single-family residential uses and manufactured homes. South of the site are single-family residential uses, vacant commercial structures and El Zarape Restaurant. West of the site are PG Auto Sales, single-family residential uses and City of Laredo water tanks.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector.

Letters sent to surrounding property owners: 32 In Favor: 0 Opposed: 2
STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed use is compatible with the adjacent light commercial uses.
2. There is an adjacent B-1 district to the north of the property.
3. The property is located along Meadow Avenue which is designated as a Major Collector.

IMPACT ANALYSIS

B-1 (Limited Business District): The purpose of the B-1 District is to provide for business and commercial development serving to a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No, there are some light commercial uses along this section of Meadow Avenue

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is an adjacent B-1 district to the north.

Will change adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the adjacent residences.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
Yes, the current district only allows for residential uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

Ordinance

Zoning Map
Aerial Map
Future Land Use Map
Pictures and Survey

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING THE WEST 2/3 OF LOT 8, BLOCK 876, EASTERN DIVISION, LOCATED AT 2701 N. MEADOW AVENUE, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of The West 2/3 of Lot 8, Block 876, Eastern Division, located at 2701 N. Meadow Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015, and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots The West 2/3 of Lot 8, Block 876, Eastern Division, located at 2701 N. Meadow Avenue, from R-3 (Mixed Residential District) to B-1 (Limited Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

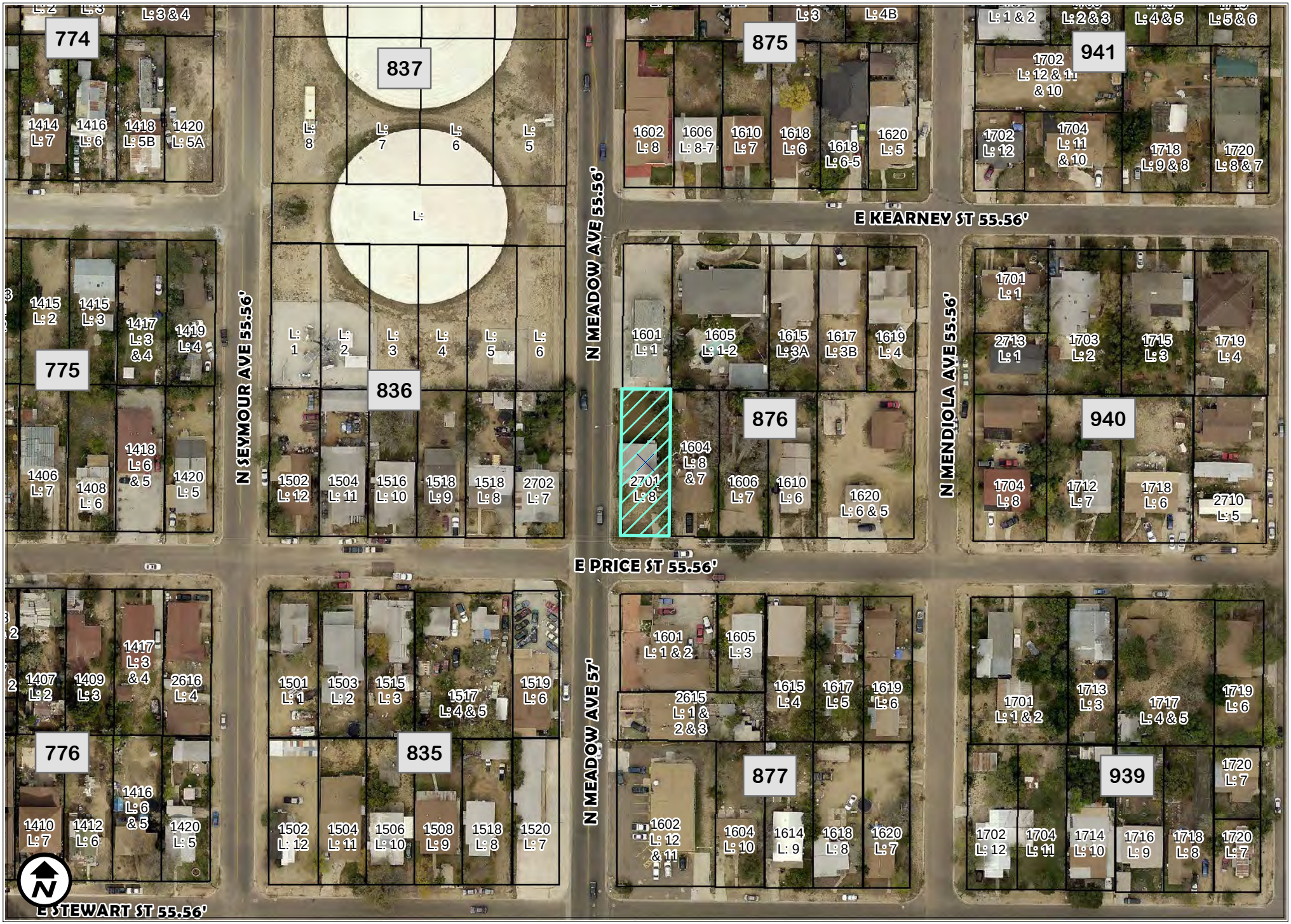
_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 116 feet
Date: 1/26/2015

2701 N MEADOW AVE
COUNCIL DISTRICT 4
ZC-23-2015

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

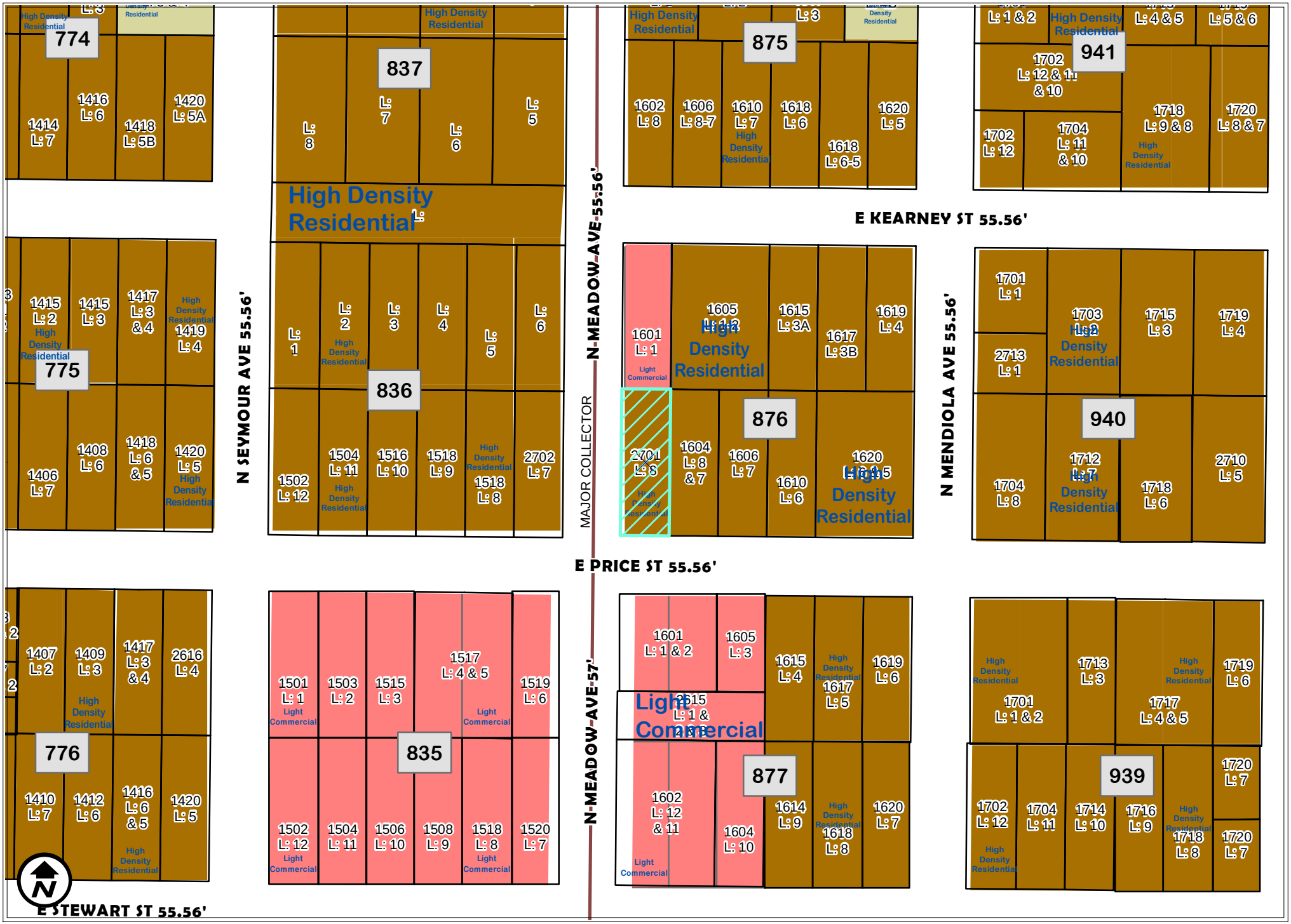
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 116 feet
Date: 1/26/2015

2701 N MEADOW AVE
COUNCIL DISTRICT 4
ZC-23-2015

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE MAP
1 inch = 116 feet
Date: 1/26/2015

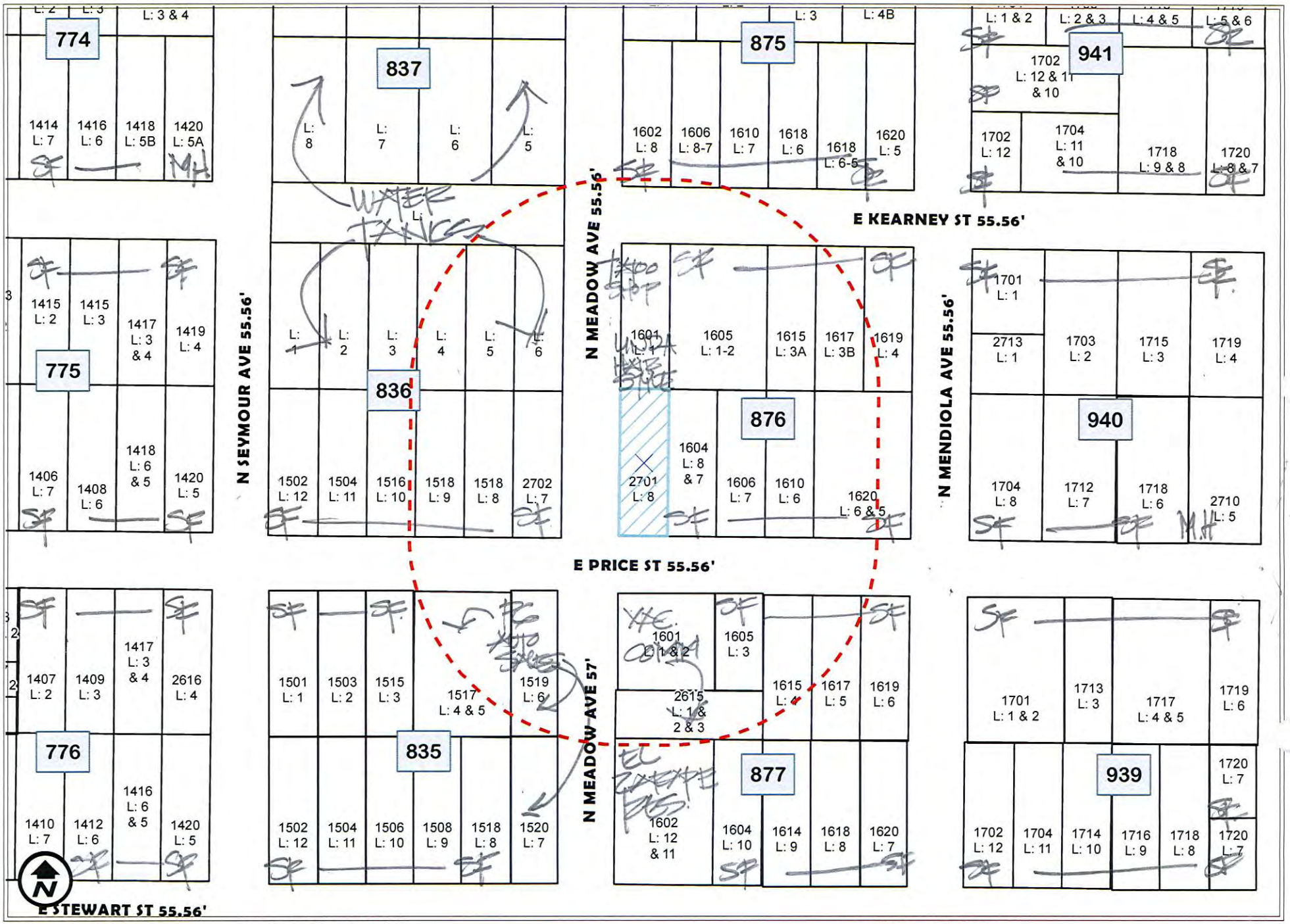
2701 N MEADOW AVE
COUNCIL DISTRICT 4
ZC-23-2015

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

ZC--23-2015
2701 N Meadow Ave.
R-3 (Mixed Residential District) to B-3 (Community Business District)

ZC--23-2015
2701 N Meadow Ave.
R-3 (Mixed Residential District) to B-3 (Community Business District)

ZC--23-2015
2701 N Meadow Ave.
R-3 (Mixed Residential District) to B-3 (Community Business District)



200' NOTIFICATION
1 inch = 116 feet
Date: 1/26/2015

2701 N MEADOW AVE
COUNCIL DISTRICT 4
ZC-23-2015

REZONE FROM
R3 (MIXED RESIDENTIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

Public Hearings (also Intro Ord) 7.

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Encarnacion Guerra, Owner and Jorge L. Rodriguez, Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 N. Bartlett Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

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

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: Guerra Communications, Time Warner, Wacky World Party House, Instyle Hair Center and Remax Real Estate.

Surrounding land uses: North of the site are Lifeline Ambulance, Da Vinci Hall, GDM Primary Home Care, Fiesta Adult Day Care, and Bartlett Apartments. South of the site are Reinhart Plaza, Rock Fitness and Women of Rock. West of the site are North Village Apartments, and North Village Condos, Pro Mega Signs, and PBI-Pro Builder Inc. East of the site is Summerwind Subdivision, a single-family residential neighborhood and vacant land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial and Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies Jacaman Road and Bartlett Avenue as Major Collectors. The Thoroughfare Plan does not identify Saldana Avenue, southwest of the property.

Letters sent to surrounding property owners: 35
In Favor: 1
Opposed: 1

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 6 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

Staff supports the request for the following reasons:

1. The proposed zone change is compatible with the Comprehensive Plan's designation as Light Commercial.
2. The proposed district is compatible with the existing zones and uses along this section of Jacaman Road. This area is following a trend of primarily light commercial and residential development.
3. The property meets the location criteria for a B-3 district to be located along minor or principal arterials.

IMPACT ANALYSIS

B-3 (Highway Commercial District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets

Is this change contrary to the established land use pattern?
No, the established land use pattern is primarily residential and light commercial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is an existing B-3 district abutting the property to the north and across Jacaman Road to the south.

Will change adversely influence living conditions in the neighborhood?
Yes, a B-3 district may introduce more intense uses to the neighborhood.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, the existing B-1 (Limited Commercial District) zone allows for sufficient commercial

uses.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2015-O-
Color Zoning Map
Color Zoning Overview Map
Color Future Land Use Map
Aerial Map
200' Notification Map
Survey Map
Pictures-ZC-28-2015

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, JACAMAN RANCH SUBDIVISION UNIT V, LOCATED AT 6402 NORTH BARTLETT AVENUE, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 North Bartlett Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 1, Block 1, Jacaman Ranch Subdivision Unit V, located at 6402 North Bartlett, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

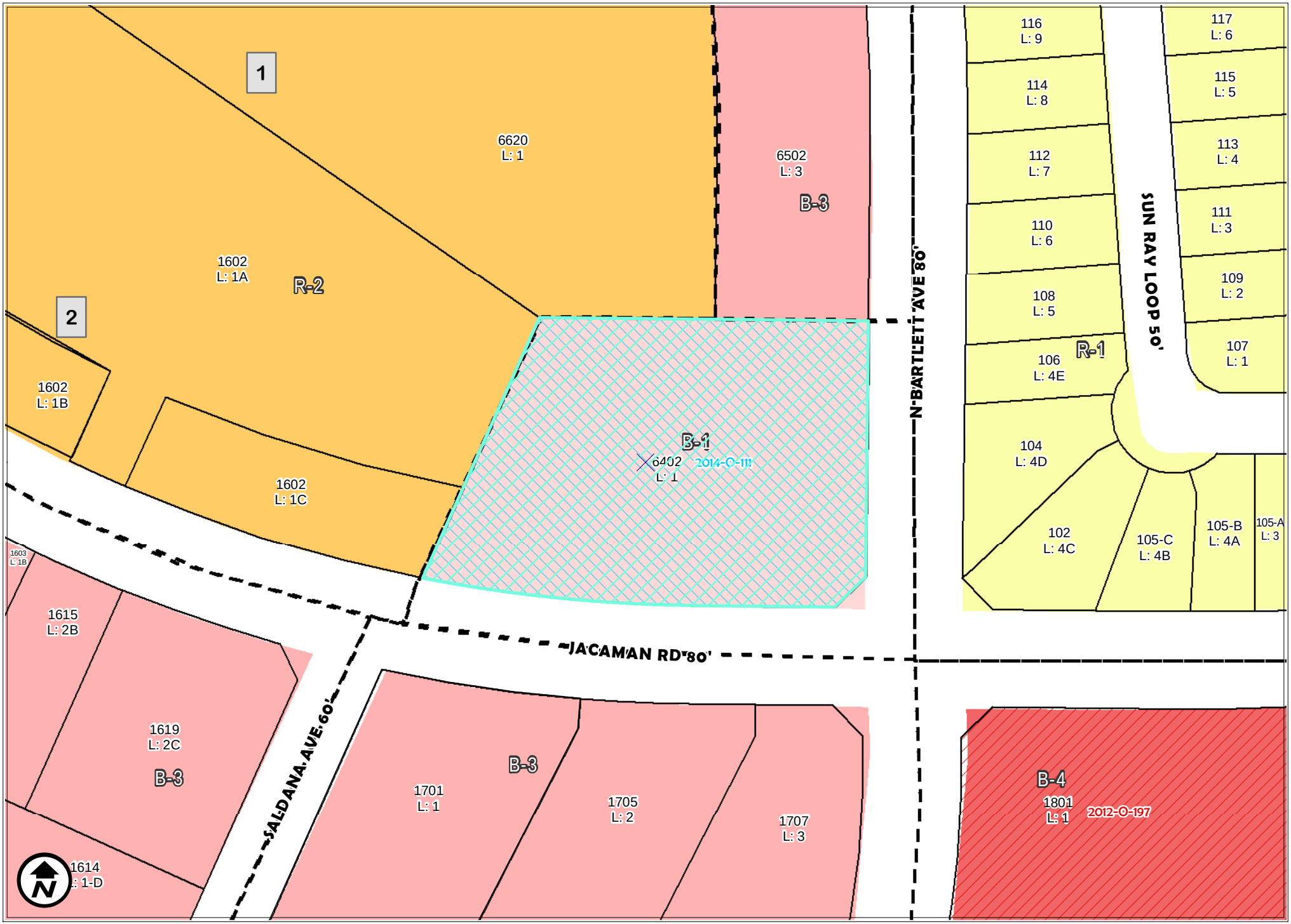
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

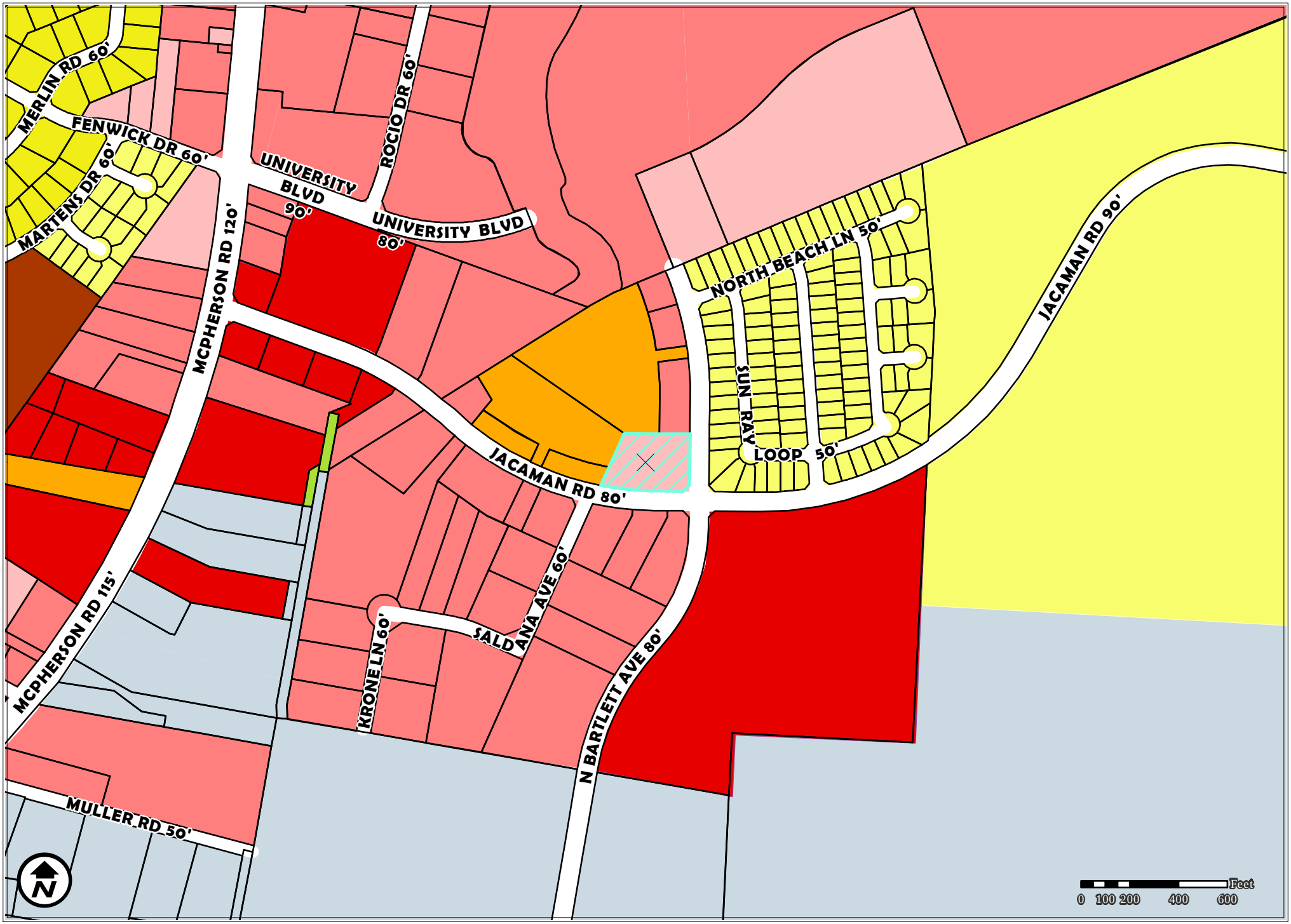


ZONING MAP
1 inch = 100 feet
Date: 2/4/2015

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

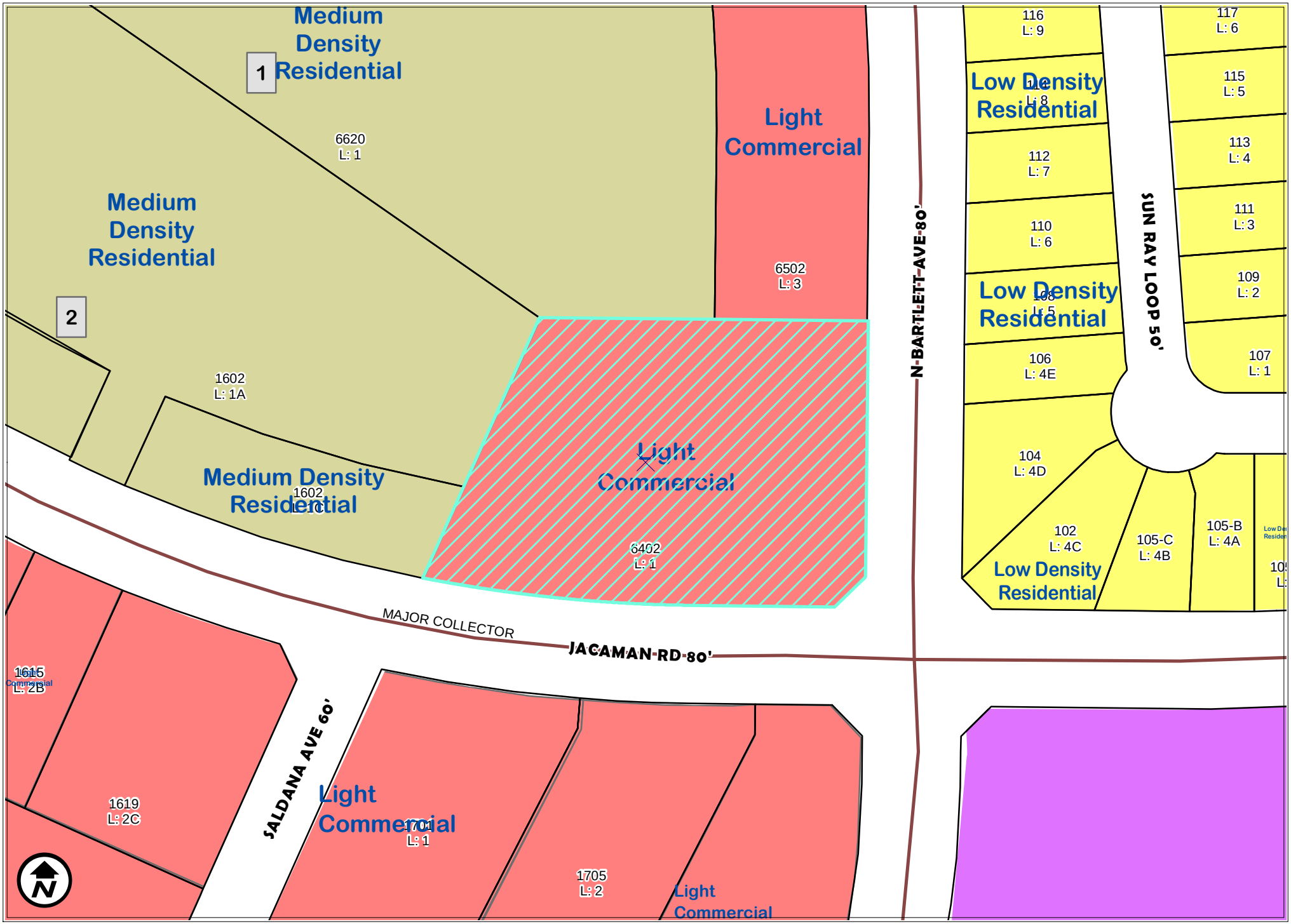
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 2/4/2015

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 2/4/2015

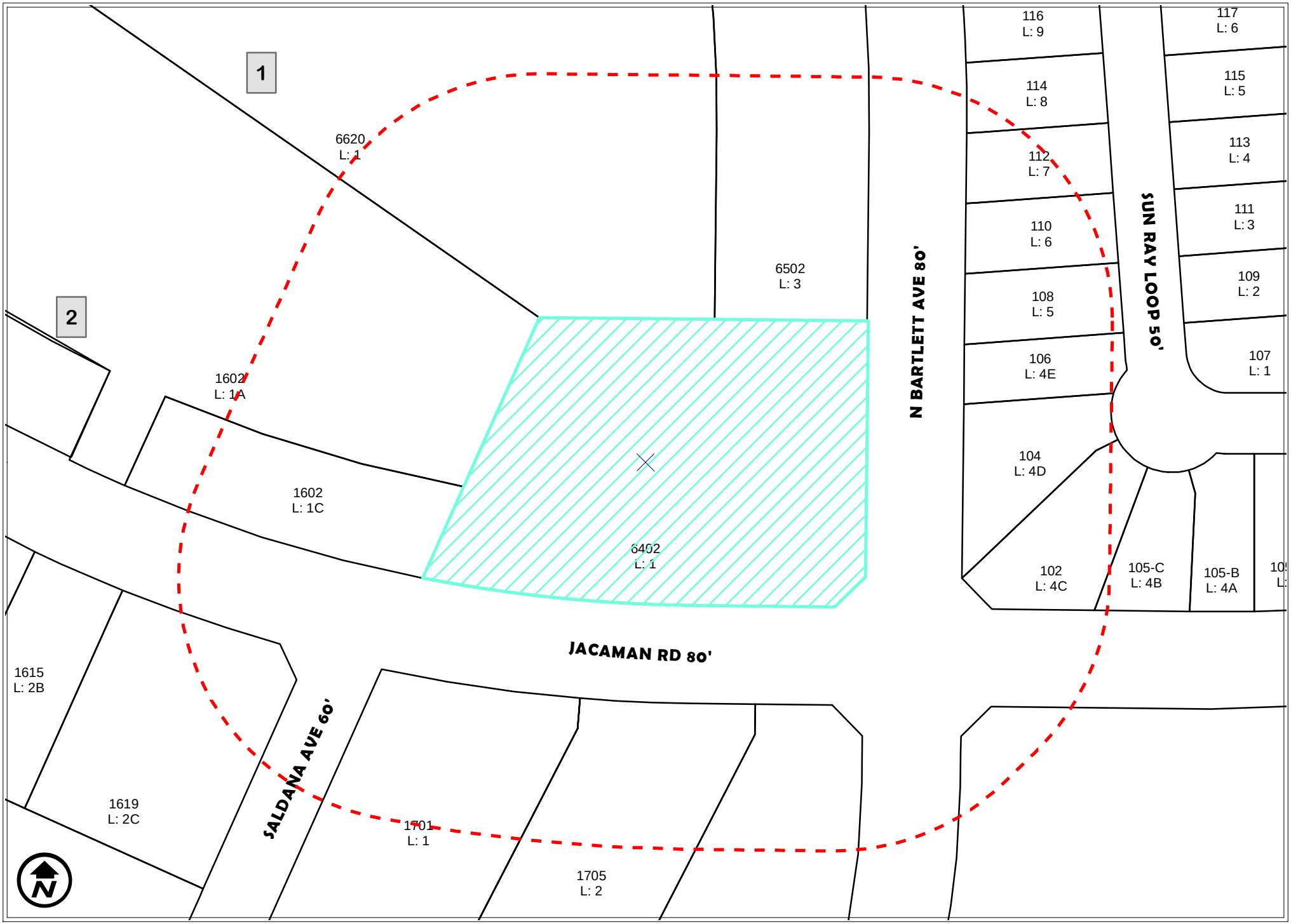
6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

AERIAL MAP
1 inch = 100 feet
Date: 2/4/2015

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

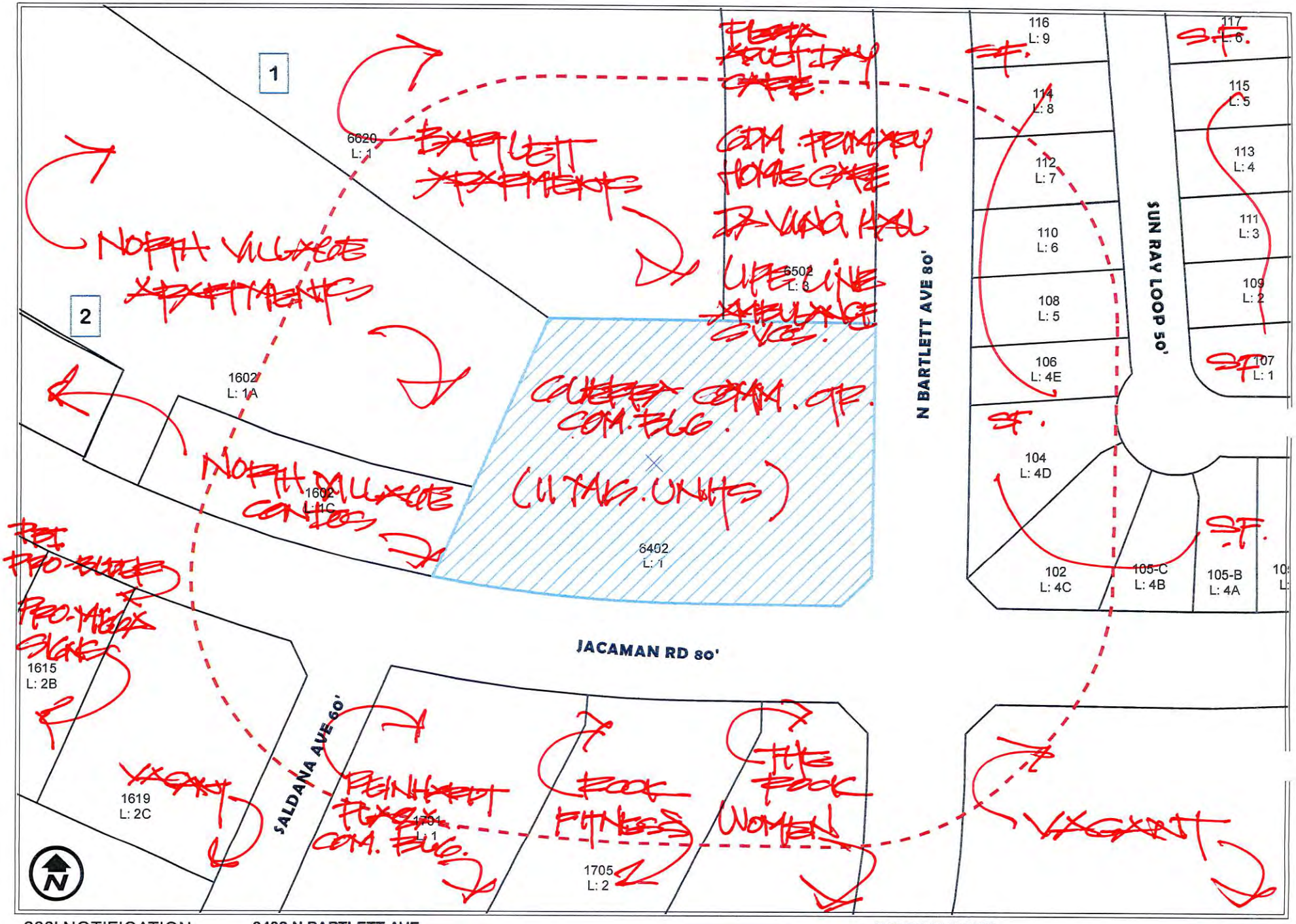
REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION
1 inch = 100 feet
Date: 2/4/2015

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION
1 inch = 100 feet
Date: 2/4/2015

6402 N BARTLETT AVE
COUNCIL DISTRICT 5
ZC-28-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITY BUSINESS DISTRICT)

ZC-28-2015

6402 N Bartlett Avenue

B-1 (Limited Commercial District) to B-3 (Community Business District)

ZC-28-2015

6402 N Bartlett Avenue

B-1 (Limited Commercial District) to B-3 (Community Business District)

ZC-28-2015

6402 N Bartlett Avenue

B-1 (Limited Commercial District) to B-3 (Community Business District)

ZC-28-2015

6402 N Bartlett Avenue

B-1 (Limited Commercial District) to B-3 (Community Business District)

Public Hearings (also Intro Ord) **8.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Ana Maria Sosa, owner; Manuel R. Batista, applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for a restaurant selling alcohol on Lots 1 and 3, Block 367, Western Division, located at 1802 Santa Ursula Avenue; providing for publication and effective date.

Staff is in support of the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VIII

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: Restaurant selling alcohol

Site: The site is occupied by Carnitas El Asadero

Surrounding land uses: North of the site are single-family residences, La Paisana Restaurant, La Mexicana Restaurant, and Popeyes. South of the site are single-family residences, a vacant commercial structure, Johnny Gregory Motorcycles and Vidal Used Cars. East of the site is Interstate 35. West of the site are single-family residential uses, H&R Block, La Reynera bakery, Guajardo Management, PDAT investments, Zumba, Cucas, Rubio Electric, Finas, City Radiator and Ramirez Tire.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Ursula Avenue as a Freeway.

Letters sent to surrounding property owners: 27 In Favor: 0 Opposed: 3

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.
Staff supports the request of the proposed SUP at this location for the following reasons:

1. The proposed SUP is in conformance with the Comprehensive Plan's designation as Light Commercial.
2. The proposed use as a restaurant serving alcohol is compatible with the existing zones and uses in this section of Santa Ursula Avenue.

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

1. The Special Use Permit is issued to Ana Maria Sosa and Manuel R. Batista, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit "B", which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall comply with Building, Health, Life and Safety, and all applicable codes

and regulations as required.

16. No outdoor activities will be permitted.
17. Outdoor music is prohibited.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **approval** of the Special Use Permit.

STAFF RECOMMENDATION

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

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Exhibits, pictures & survey

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOTS 1 AND 3, BLOCK 367, WESTERN DIVISION, LOCATED AT 1802 SANTA URSULA AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant selling alcohol on Lots 1 and 3, Block 367, Western Division, located at 1802 Santa Ursula Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit for a restaurant selling alcohol on Lots 1 and 3, Block 367, Western Division, located at 1802 Santa Ursula Avenue.

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

1. The Special Use Permit is issued to Ana Maria Sosa and Manuel R. Batista, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the activities described in the letter, Exhibit “B”, which is made part hereof for all purposes.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City’s Sign Ordinance and TABC rule or regulation.

6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
16. No outdoor activities will be permitted.
17. Outdoor music is prohibited.

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

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

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

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

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

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

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

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

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

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

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

(b) Procedures:

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

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

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

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

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

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to

the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

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

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

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

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

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

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

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

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

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

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

(c.) The Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map and the

Special Use Permit Holder shall suspend all business operations which are inconsistent with and in violation of the zoning district in which the business is located.

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

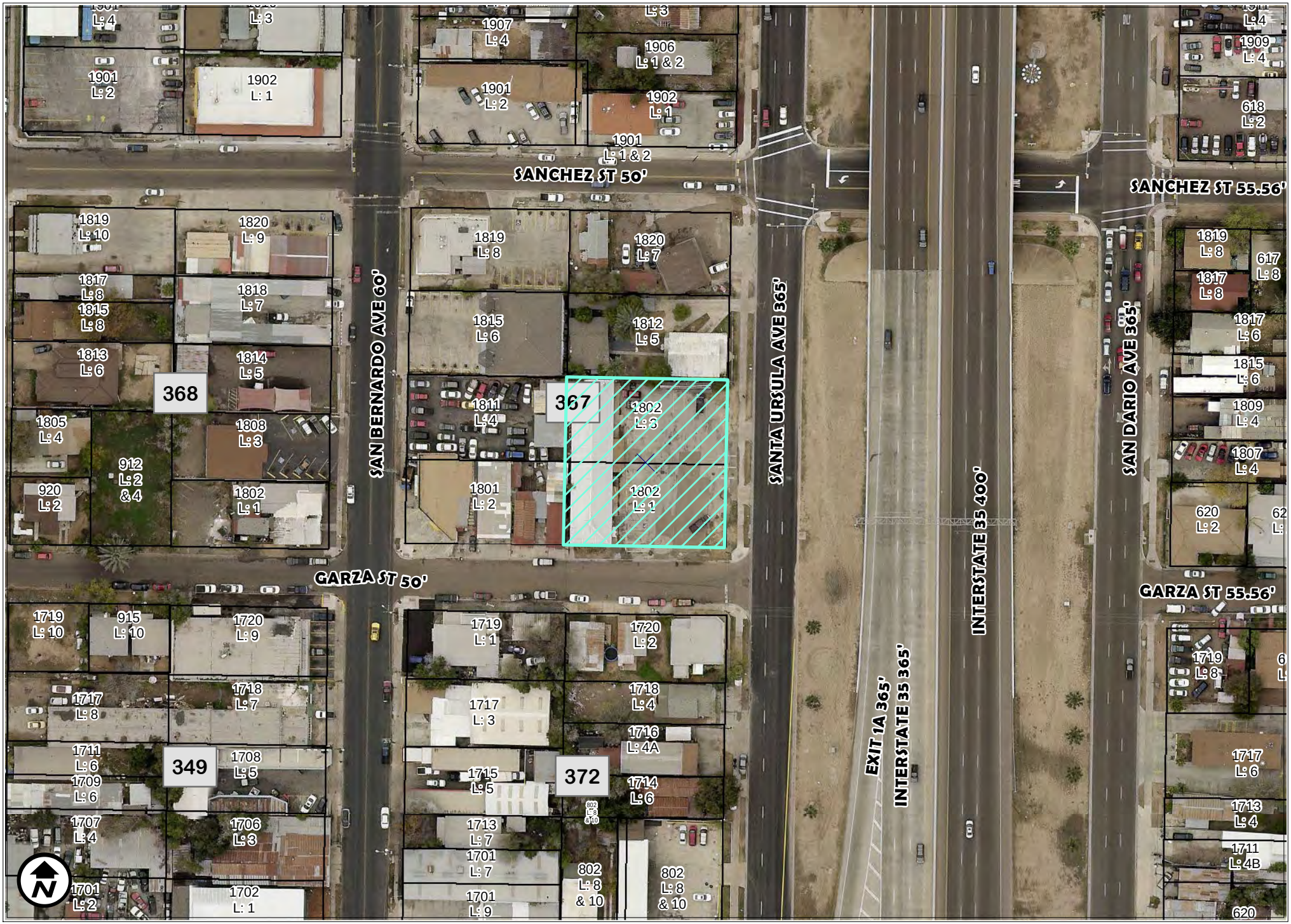
_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 1/28/2015

1802 SANTA URSULA
COUNCIL DISTRICT 8
ZC-25-2015

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

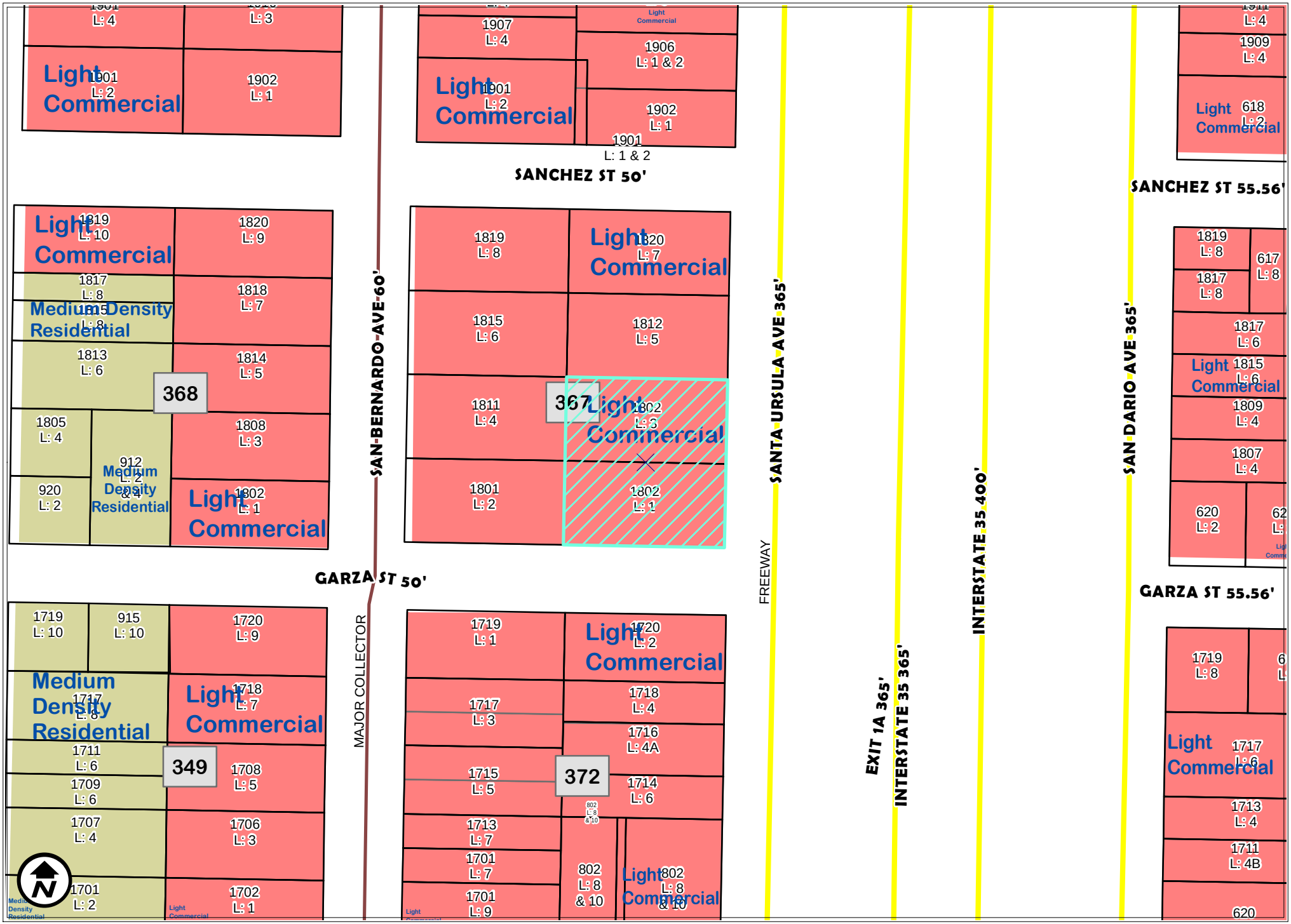
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 100 feet
Date: 1/28/2015

1802 SANTA URSULA
COUNCIL DISTRICT 8
ZC-25-2015

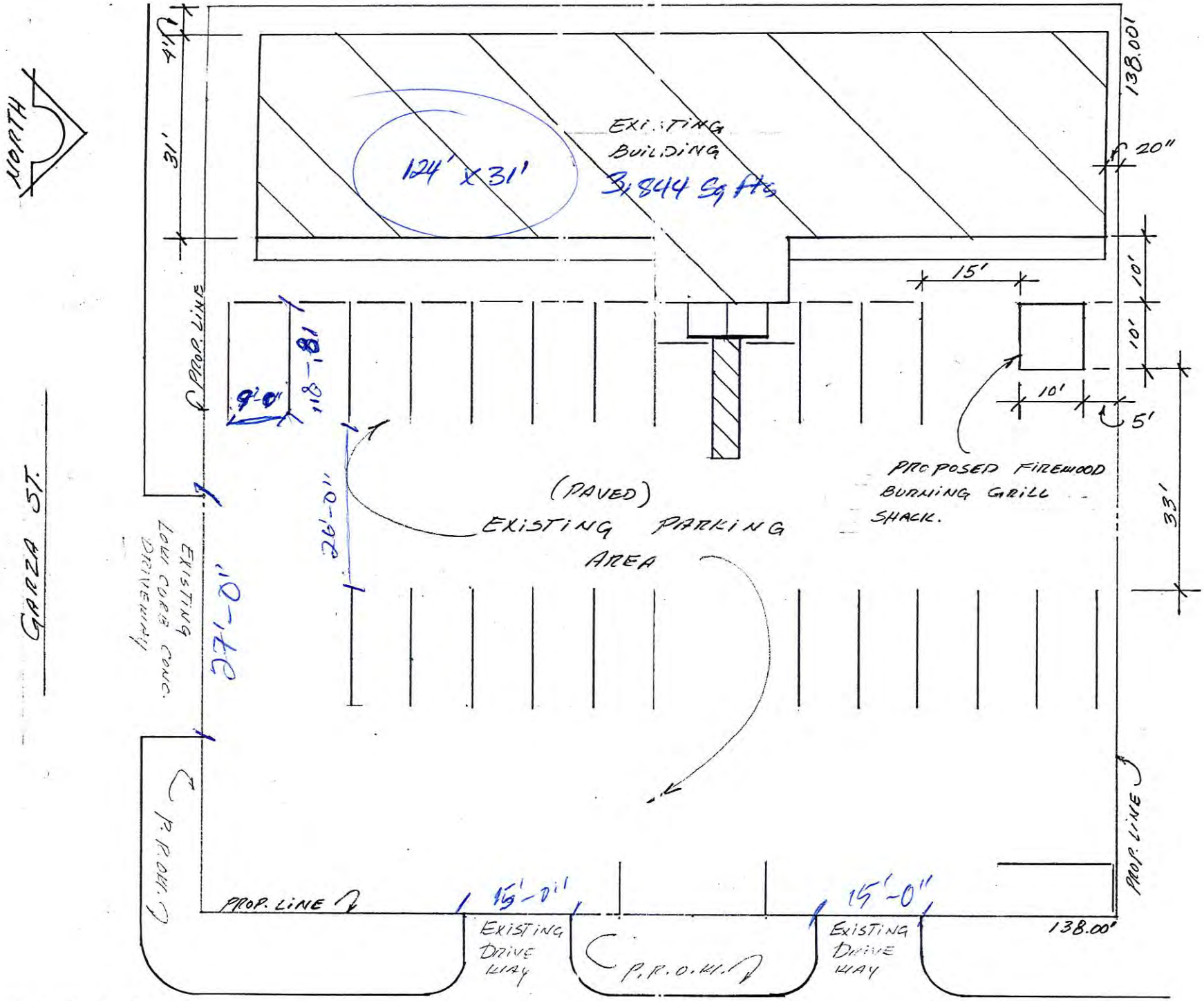
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO RESTAURANT SERVING ALCOHOL



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 1/28/2015

1802 SANTA URSULA
COUNCIL DISTRICT 8
ZC-25-2015

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



GARZA ST.

EXHIBIT "A"

"SITE PLAN"

SCALE: 20' = 1"

STA. URSULA AVE.

ADDRESS: 1802 STA. URSULA AVE.

DRAWN BY: JESUS CANTU

Narrative Description

January 16,2015

I, Manuel Batista owner of El Asadero Restaurant verified that I am applying for special use permit to serve Alcohol. The restaurant located at 1802 Santa Ursula is opened from 7:00 am to 11:00 pm Monday thru Sunday. We have parking space for 22 cars. And we operate with 5 to 7 employees, we are now operating as Family Restaurant. Thank you for your cooperation.

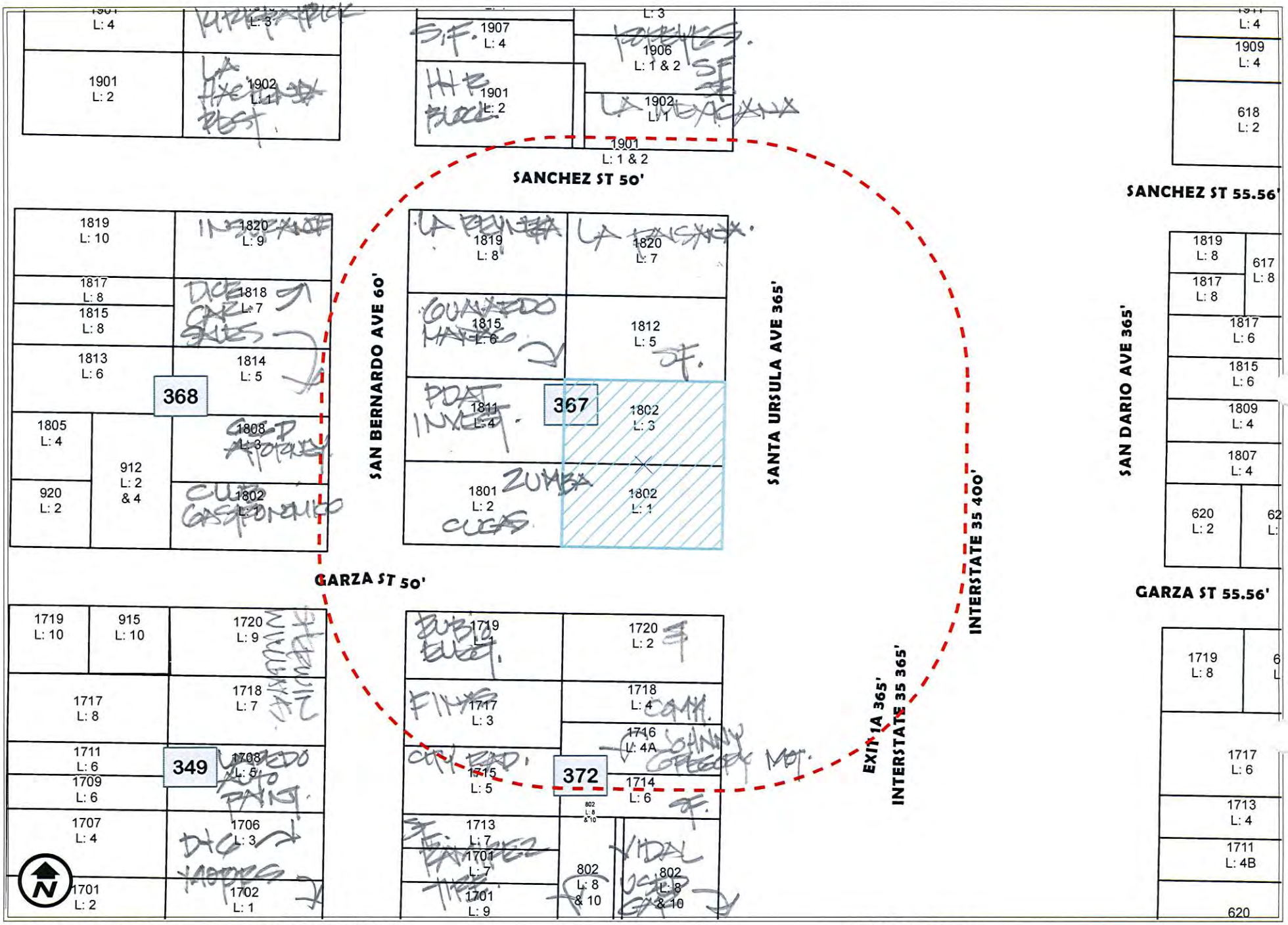
Manuel R.Batista

01-16-15

Exhibit B

ZC--25-2015
1802 Santa Ursula Ave.
Request for a S.U.P. (Special Use Permit) for a restaurant selling alcohol.

ZC--25-2015
1802 Santa Ursula Ave.
Request for a S.U.P. (Special Use Permit) for a restaurant selling alcohol.



200' NOTIFICATION
1 inch = 100 feet
Date: 1/28/2015

1802 SANTA URSULA
COUNCIL DISTRICT 8
ZC-25-2015

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

Public Hearings (also Intro Ord) **9.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Diana Laura Martinez, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 364, Eastern Division, located at 3003 Springfield Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

Staff does not support the application and the Planning and Zoning Commission recommends denial of the zone change. District IV

PREVIOUS COUNCIL ACTION

None

BACKGROUND

BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: auto sales

Site: auto sales

Surrounding land uses: North of the site are single-family residential uses and the Richter Housing development. South of the site are single-family residential uses, Star of Life Home Care and Murillo's Tire. West of the site are single-family residences, Emmanuel Church, an Auto Body Shop, a federal housing development, Lyon Drive-Thru, Perfect Cuts and Chi-Town Dogs. East of the site are single-family residences, manufactured homes and multi-family residential uses.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial.

Letters sent to surrounding property owners: 30 In Favor: 0 Opposed: 0

STAFF COMMENTS

Staff does not support the request for the following reasons:

1. The proposed use is not compatible with the established residential neighborhood.
2. The property is too small to support uses permitted in a B-3 District including parking requirements.
3. The proposed district will introduce more intense uses into the established residential neighborhood.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
Yes, the established land use pattern is primarily residential and light commercial in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, there are no other B-3 districts in the immediate vicinity.

Will change adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the adjacent residences.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, the current district allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **0** vote, recommended **denial** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Survey

Pictures

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2, BLOCK 364, EASTERN DIVISION, LOCATED AT 3003 SPRINGFIELD AVENUE, FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lot 2, Block 364, Eastern Division, located at 3003 Springfield Avenue, from B-1 (Limited Business District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 18, 2014, and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 2, Block 364, Eastern Division, located at 3003 Springfield Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

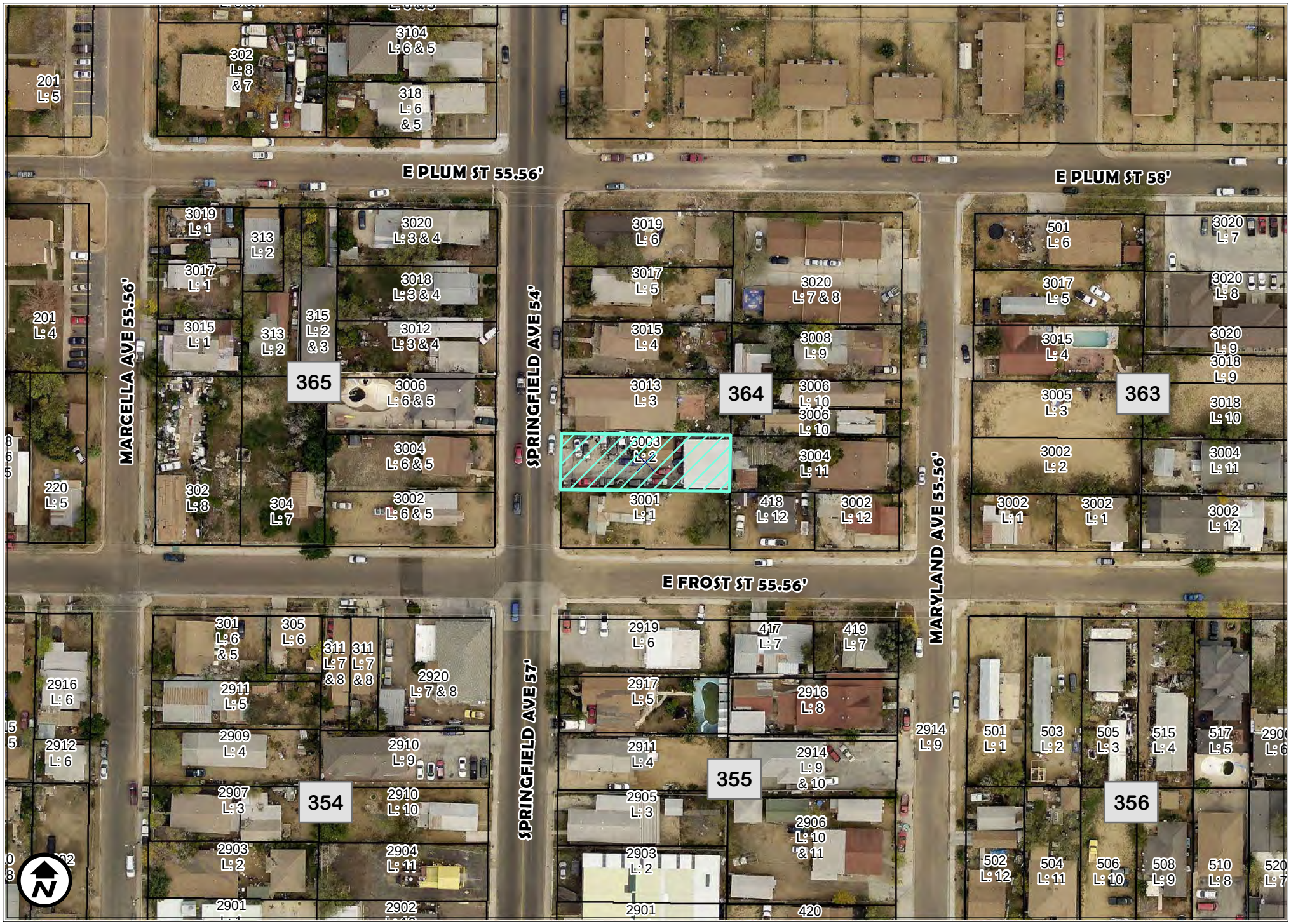
_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 12/2/2014

3003 SPRINGFIELD AVE
COUNCIL DISTRICT 4
ZC-14-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITYL BUSINESS DISTRICT)

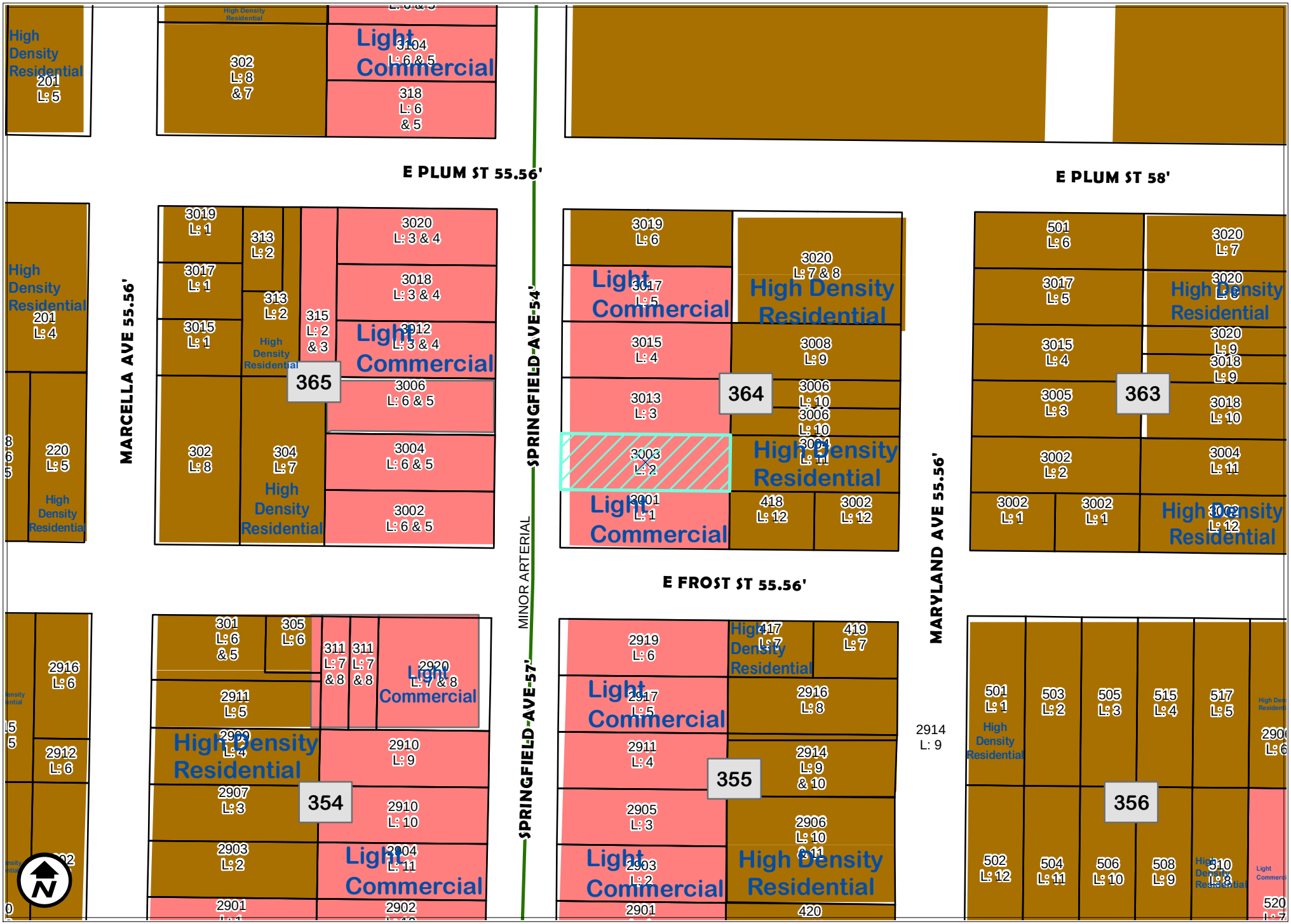
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 100 feet
Date: 12/2/2014

3003 SPRINGFIELD AVE
COUNCIL DISTRICT 4
ZC-14-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITYL BUSINESS DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/2/2014

3003 SPRINGFIELD AVE
COUNCIL DISTRICT 4
ZC-14-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITYL BUSINESS DISTRICT)

200' NOTIFICATION
1 inch = 100 feet
Date: 12/2/2014

3003 SPRINGFIELD AVE
COUNCIL DISTRICT 4
ZC-14-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITYL BUSINESS DISTRICT)

ZC--14-2015
3003 Springfield Ave.
B-1 (Limited Business District) to B-3 (Community Business District)

ZC--14-2015
3003 Springfield Ave.
B-1 (Limited Business District) to B-3 (Community Business District)

Public Hearings (also Intro Ord) **10.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: S.A.E.P., LLC. / Steve Whitworth, Owner/Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3A, Block 1, Encino Plaza Unit 2A, located at 1211 Del Mar Boulevard, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff does not support the application and Planning and Zoning Commission recommends approval of the zone change. District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: V – The Honorable Roque Vela

Proposed use: Commercial (retail shell lease building).

Site: The site currently includes a project under construction.

Surrounding land uses: North of the property are Eden Park Plaza, Wendy's and Valero Gas Station/Convenience, McDonald's, and HEB Store. East of the property across McPherson Road are Exxon/Speedy Stop, Commercial Building (five suites), KFC, Burger King, Danny's Restaurant, Commercial Building (seven suites), Rudy's Restaurant, and Discount Tire. South of the property are Family Medicine Center, Neel Title Corporation and Commerce Bank a project under construction and some vacant land. Abutting the property are Bank of America to the east, Walgreens to the south and Arby's to the west. West of the property is a residential district (Low and Medium Density Residential).

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Modified Major Arterial and McPherson Road as a Major Arterial. The Plan does

not identify Eden Lane (north of the property, Merlin Road (east of the property) nor Welby Court (south of the property).

Letters sent to surrounding property owners: 12
In Favor: 1
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 4 to 2 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff does not support the proposed zone change.

STAFF COMMENTS

The proposed zone change is not appropriate at this location. The B-3 zoning has been established, and introducing a B-4 district may create nuisances, such as noise and traffic congestion, that will negatively impact the quality of life in the neighborhood. Staff does not support the proposed zone change for the following reasons:
1. The proposed zone change may introduce more intense uses than those currently existing in the surrounding, well established light commercial and residential neighborhood. Uses allowable in a B-4 district could potentially have a negative impact on the quality and character of the neighborhood. More intense and possible less desirable B-4 uses include such uses as shooting range (indoor), bar, nightclub, cantina, saloon, amusement redemption machine establishment, amusement services (outdoor), petroleum sales (wholesale), alcoholic beverage storage and distribution, scrap/waste recycle collection, automobile sales-wholesale, auto body repair, recreational vehicle parking lot, auto paint shop, auto muffler shop, major appliances sales (outdoor), mobile home dealer/sales only, truck/heavy equipment driving school, etc.
2. The proposed zone change is not appropriate at this location, because is not compatible with the Comprehensive Plan's designation as Light Commercial.
3. The proposed district is not compatible with the existing zoning along this section of Del Mar Boulevard or McPherson Road. This is a stable, homogenous light commercial district with no trending toward more intense uses.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes. The proposed property is located west of McPherson Road and south of Del Mar Boulevard which is entirely a light commercial along McPherson Road and north across Del Mar Boulevard.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are existing B-4 districts east of the property along McPherson Road, however the predominant uses west of McPherson Road are light commercial uses and they abut a residential district.

Will change adversely influence living conditions in the neighborhood?
Yes, the area is already a commercial corridor with heavy traffic that could increase noise and traffic in the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
No. The existing B-3 (Community Business District) allows for commercial uses.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

Ordinance 2015-O-
Color Zoning Map
Color Zoning Overview Map
Future Land Use Map
Color Aerial Map
200' Notification Map
Survey Map
Color Pictures ZC-27-2015

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 3A, BLOCK 1, ENCINO PLAZA UNIT 2A, LOCATED AT 1211 DEL MAR BOULEVARD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 3A, Block 1, Encino Plaza Unit 2A, located at 1211 Del Mar Boulevard, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, Lot 3A, Block 1, Encino Plaza Unit 2A, located at 1211 Del Mar Boulevard, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

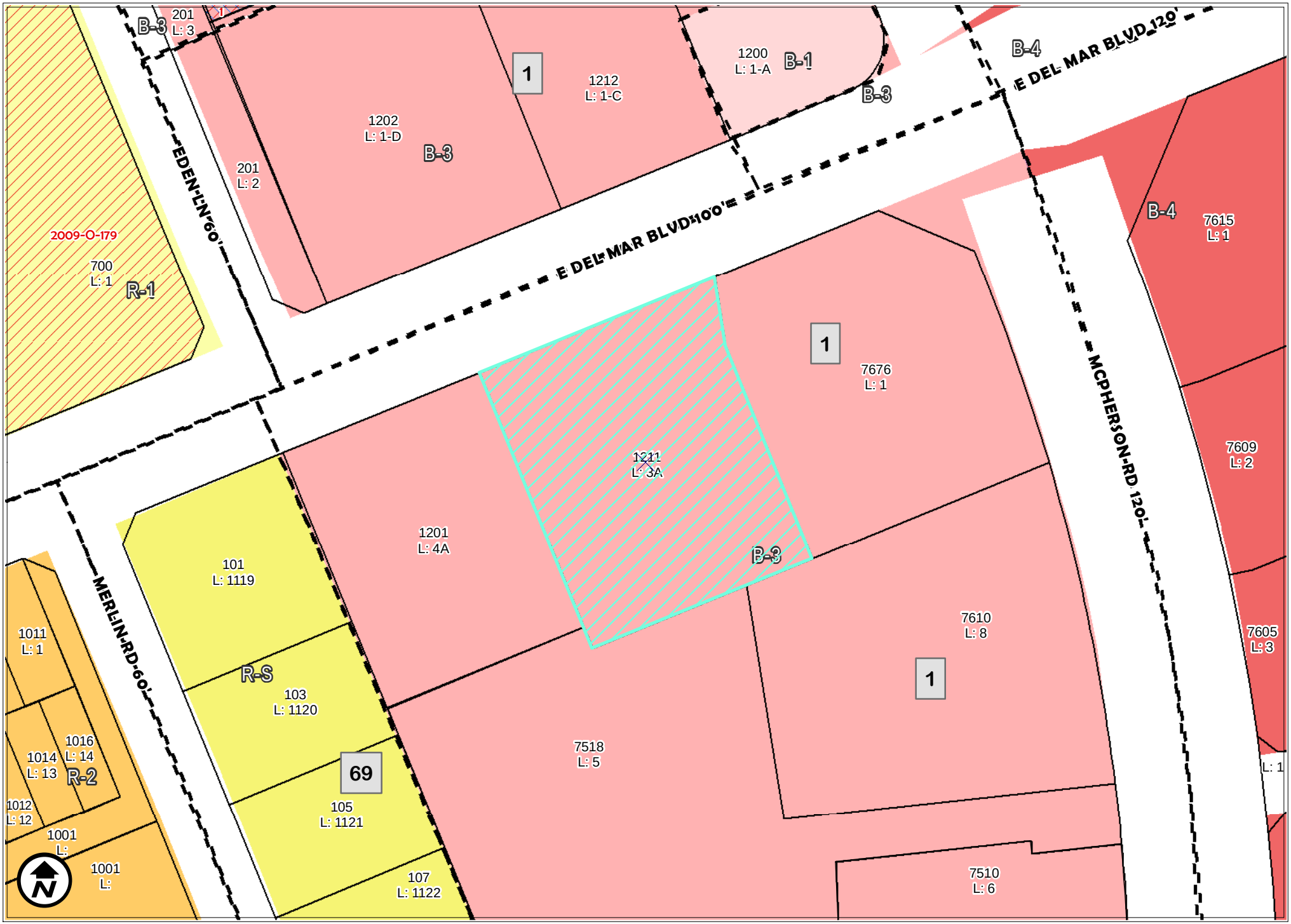
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

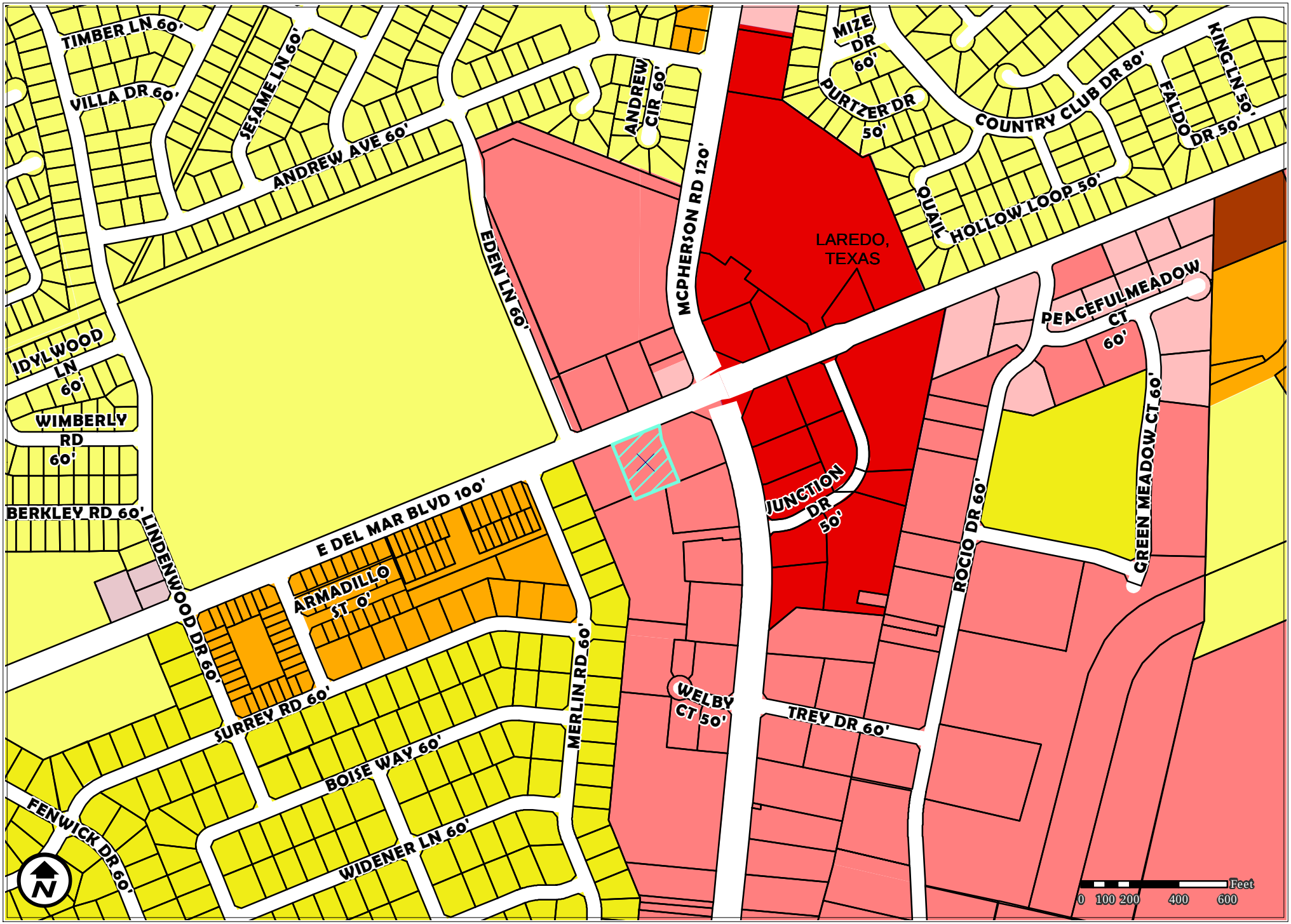


ZONING MAP
1 inch = 100 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

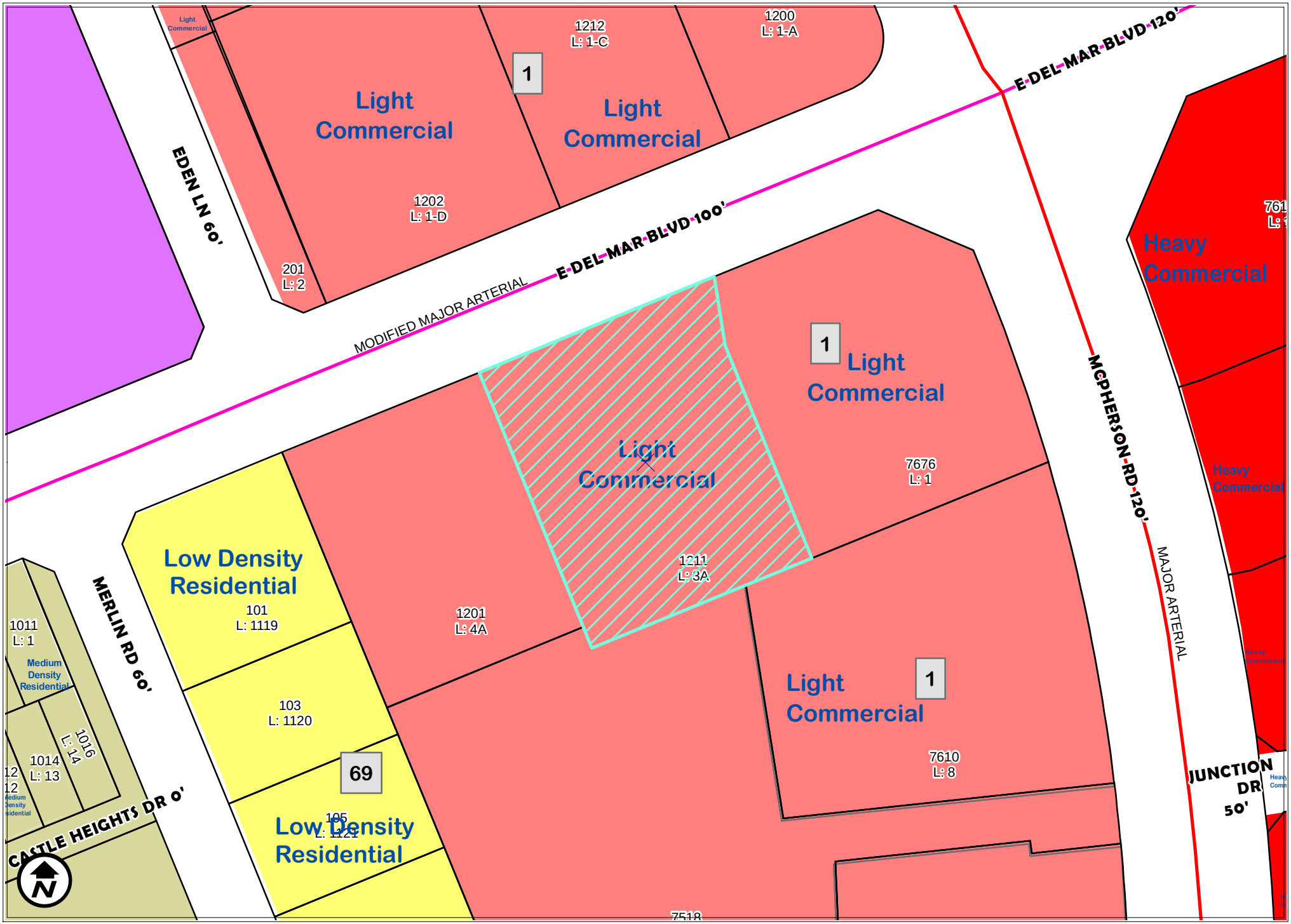
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



ZONING OVERVIEW
1 inch = 500 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

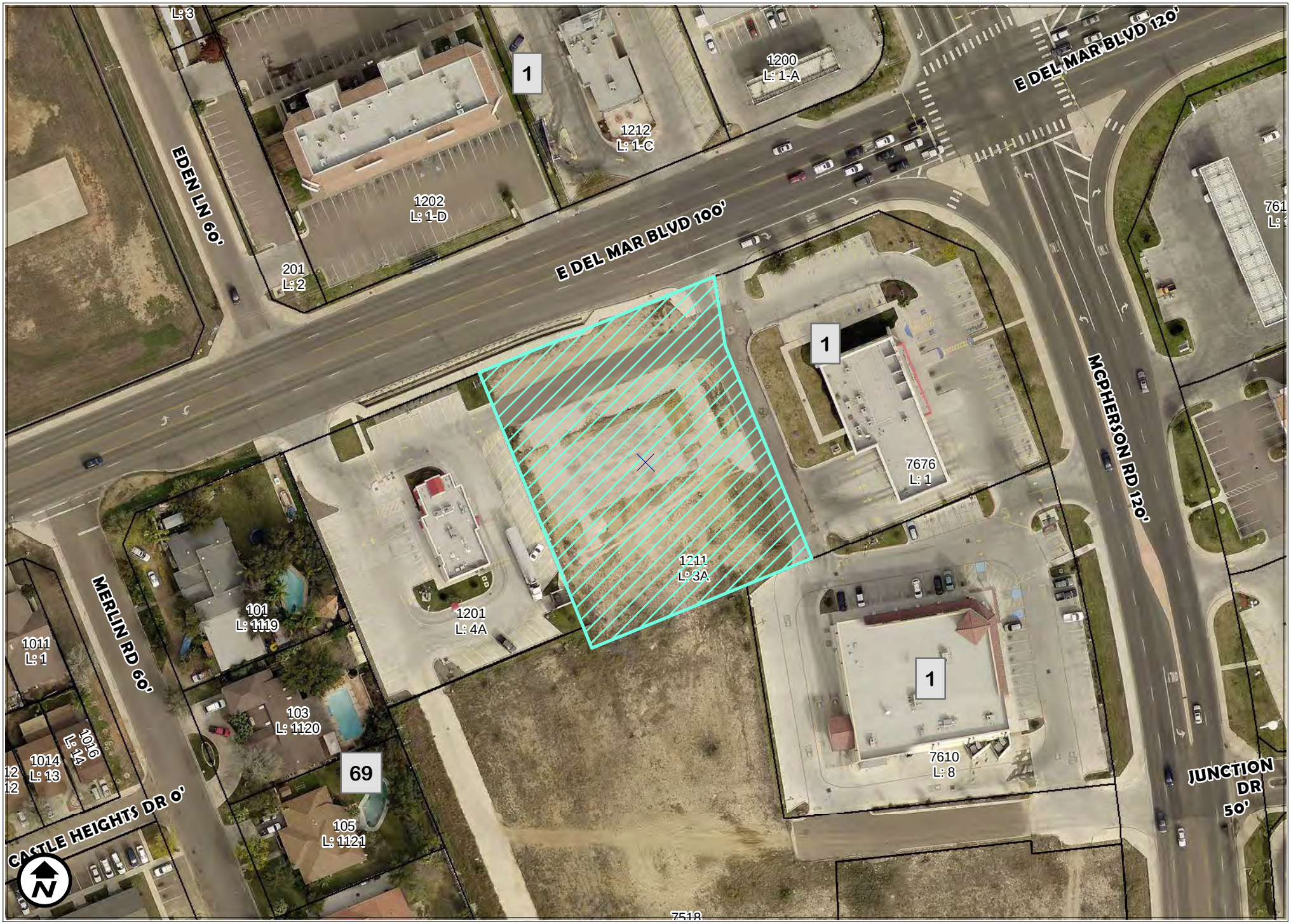
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

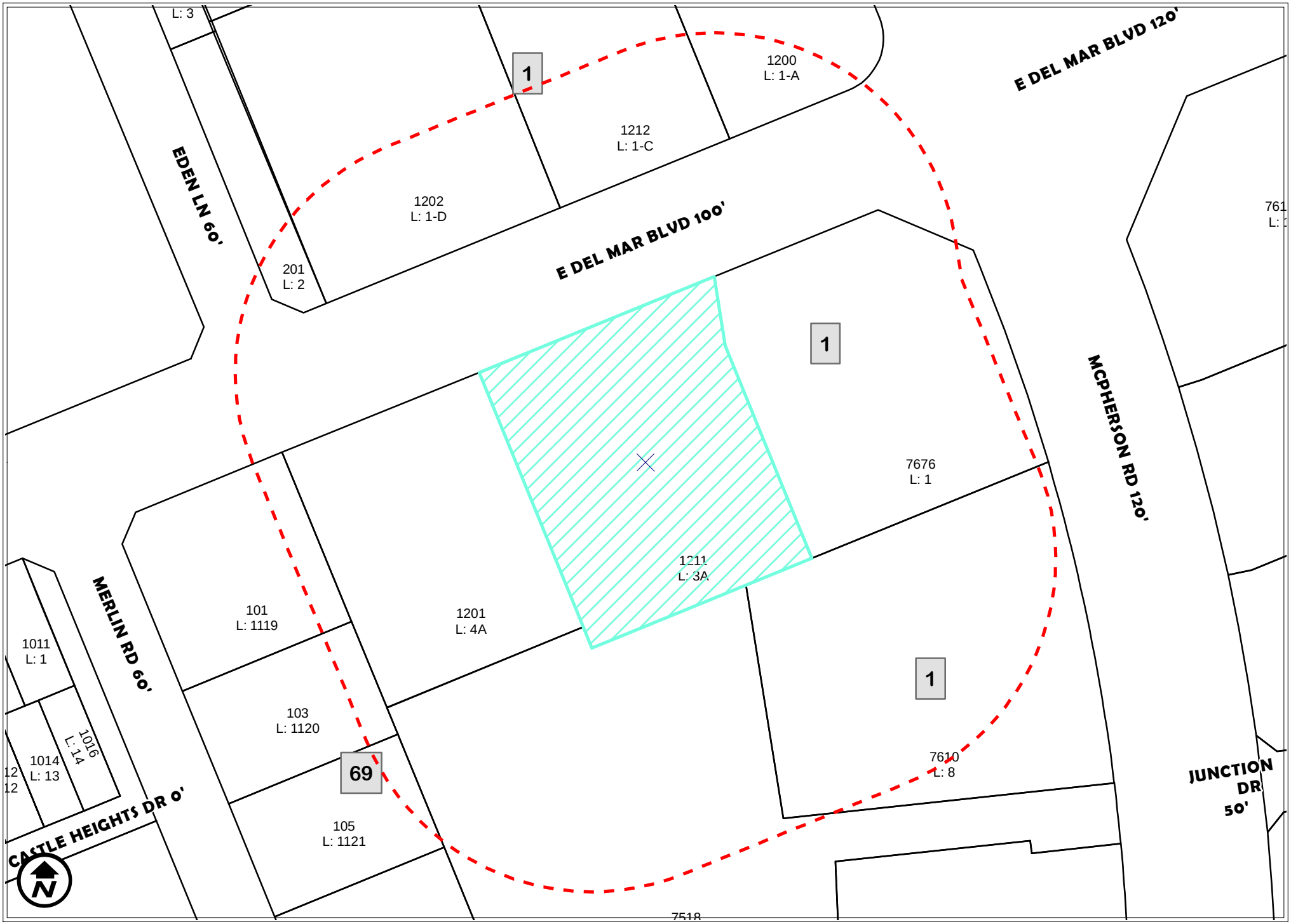
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



AERIAL MAP
1 inch = 100 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

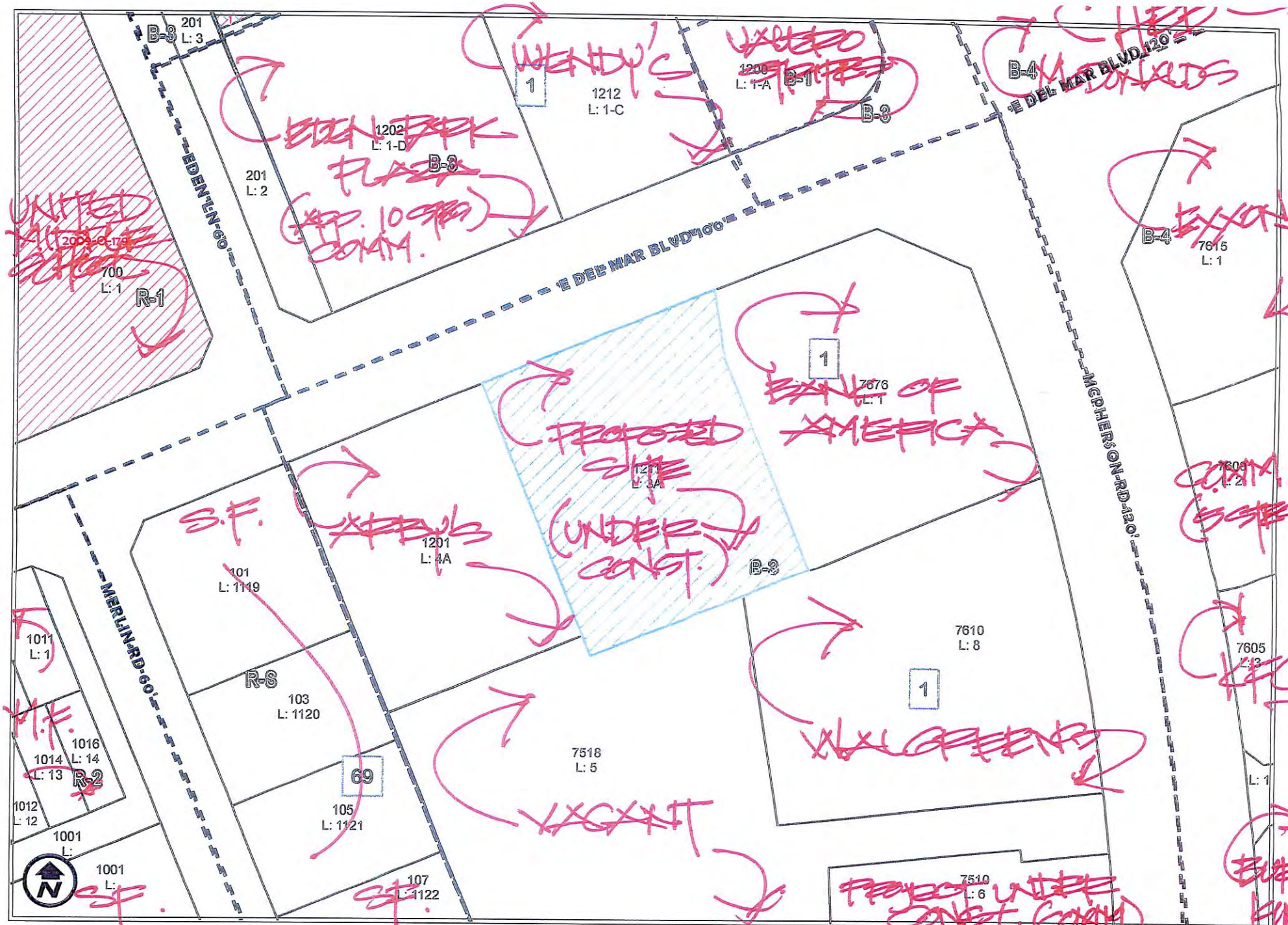
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



200' NOTIFICATION
1 inch = 100 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP
1 inch = 100 feet
Date: 1/28/2015

1211 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-27-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

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

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

ZC-27-2015

1211 Del Mar Boulevard

B-3 (Community Business District) to B-4 (Highway Commercial District)

Public Hearings (also Intro Ord) **11.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Judy G. Alexander, applicant; Alex-Mart, L.P., owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Public hearing and introductory ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 2, Martinez Business Park Subdivision Unit I, located at 6703 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); providing for publication and effective date.

Staff does not support the application and the Planning and Zoning Commission recommends approval of the zone change. District VI

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Commercial

Site: Vacant commercial building

Surrounding land uses: North of the site are Royal Carwash, a vacant commercial building and Texas Community Bank. West of the site are a vacant lot, single-family residential uses, a vacant commercial building and a Pump and Shop. South of the site is Church's and La Roca Restaurant. East of the site is Vaqueros and Joe Jackson North Funeral Home.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.

Letters sent to surrounding property owners: 8 In Favor: 0 Opposed: 1

STAFF COMMENTS

Staff does not support the request for the following reasons:

1. This area is located near an already heavily congested intersection.
2. The proposed district may introduce more intense uses not compatible with the neighborhood in close proximity.
3. The property may not be able to support the parking requirements of uses allowed in a B-4 district.

IMPACT ANALYSIS

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

Is this change contrary to the established land use pattern?
Yes, the established land use pattern primarily consists of light commercial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there are existing B-4 districts to the east and south of the property.

Will change adversely influence living conditions in the neighborhood?
Yes, it may introduce uses not compatible with the nearby residential neighborhood.

Are there substantial reasons why the property can not be used in accord with existing zoning?
No, the existing zone only allows for sufficient commercial uses.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **4** to **2** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Pictures and survey

ORDINANCE NO. 2015-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS LOT 2, BLOCK 2, MARTINEZ BUSINESS PARK SUBDIVISION UNIT I, LOCATED AT 6703 MCPHERSON ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots Lot 2, Block 2, Martinez Business Park Subdivision Unit I, located at 6703 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 18, 2015, and,

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

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

WHEREAS, the City Council has held a public hearing on March 16, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots Lot 2, Block 2, Martinez Business Park Subdivision Unit I, located at 6703 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

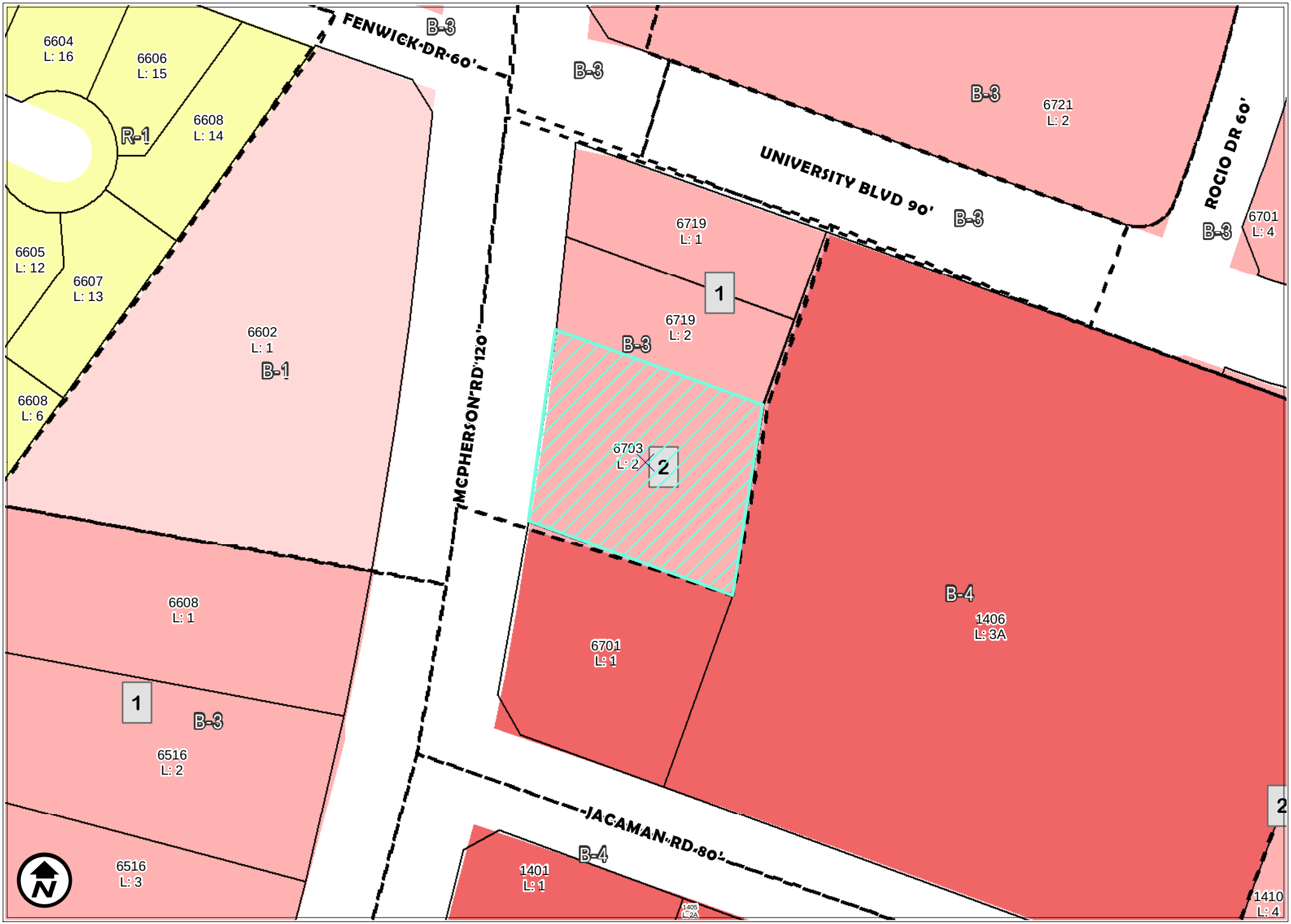
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 1/28/2015

6703 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-26-2015

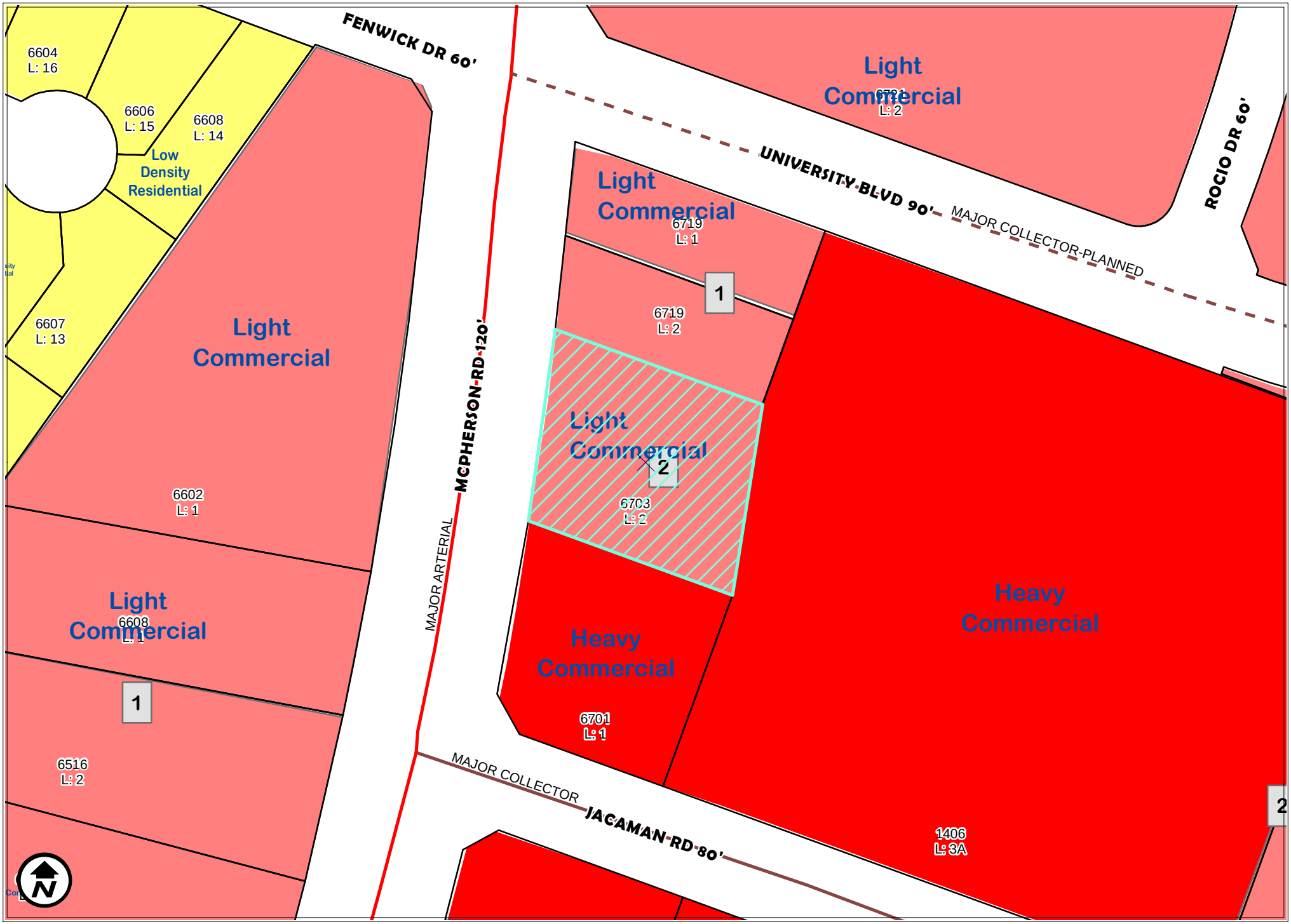
REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

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

AERIAL MAP
1 inch = 100 feet
Date: 1/28/2015

6703 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-26-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 1/28/2015

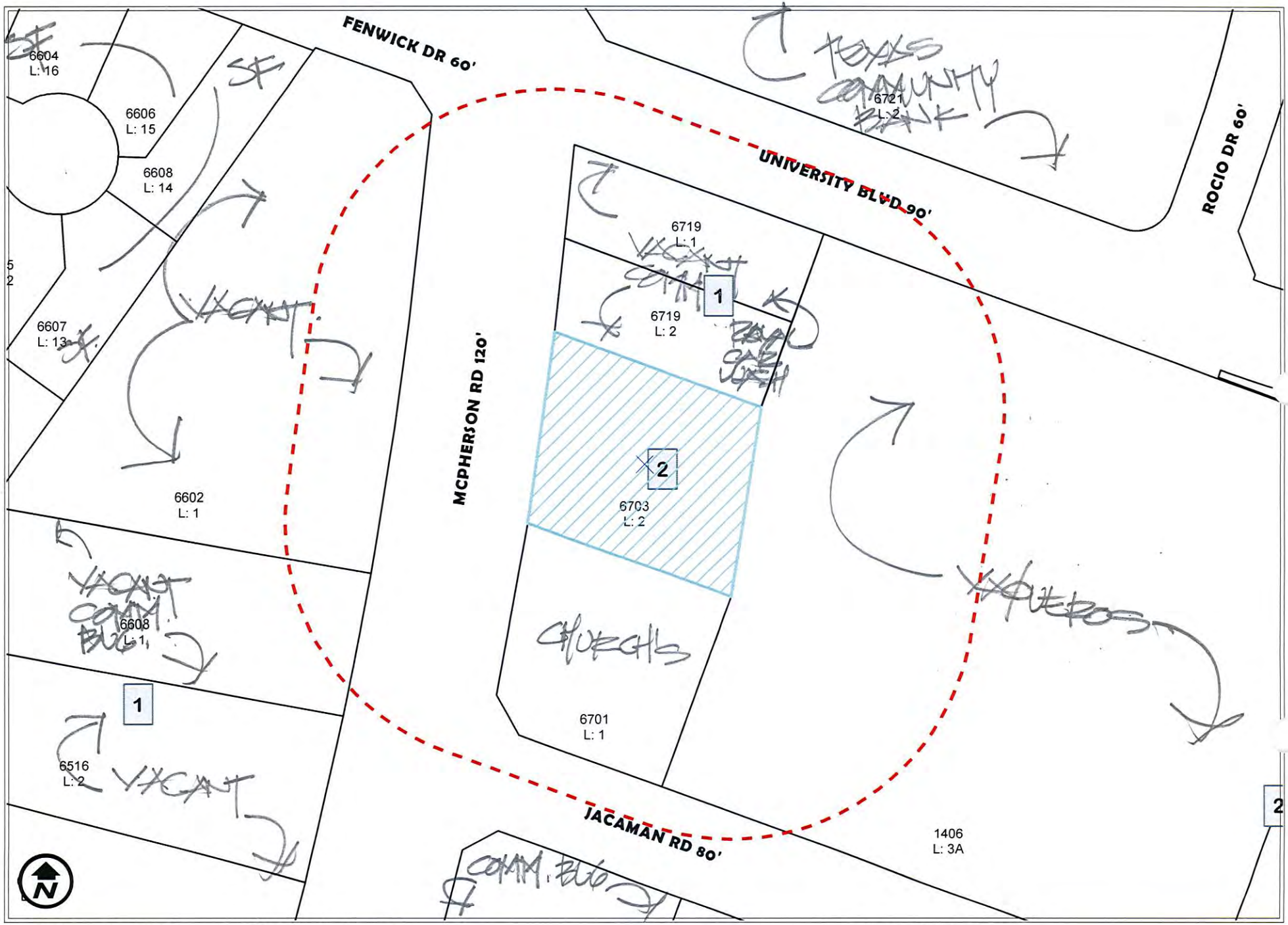
6703 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-26-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

ZC--26-2015
6703 McPherson Rd.
B-3 (Community Business District) to B-4 (Highway Commercial District).

ZC--26-2015
6703 McPherson Rd.
B-3 (Community Business District) to B-4 (Highway Commercial District).

ZC--26-2015
6703 McPherson Rd.
B-3 (Community Business District) to B-4 (Highway Commercial District).



200' NOTIFICATION
1 inch = 100 feet
Date: 1/28/2015

6703 MCPHERSON RD
COUNCIL DISTRICT 5
ZC-26-2015

REZONE FROM
B3 (COMMUNITY BUSINESS DISTRICT)
TO B4 (HIGHWAY COMMERCIAL DISTRICT)

Introductory Ordinances **12.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Mario I. Maldonado, Jr., Bridge Manager

SUBJECT

Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

1. Lease term is for one (1) year commencing April 1, 2015 and ending on March 31, 2016.

2. Monthly rent will be $3,090.00 for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II.

3. The lease may be terminated by either party with a thirty (30) day written notice. **(Approved by Finance & Operations Committees)**

PREVIOUS COUNCIL ACTION

On April 4, 2014 City Council authorized the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II).

BACKGROUND

The City of Laredo has previously leased property to Securitas Security Services USA, Inc. and has never had any problems with this customer. Securitas Security Services USA, Inc. has advised of their interest to continue leasing Bridge II property at the agreed monthly rental of $3,090.00.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the City Manager to execute lease agreement.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Rental Income
Account #:	553-0000-361-1052
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Attachments

Intro Ordinance - Securitas

Securitas Lease Agreement

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE RENEWAL WITH SECURITAS SECURITY SERVICES USA, INC., FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT BRIDGE II.

1. LEASE TERM IS FOR ONE (1) YEAR COMMENCING APRIL 1, 2015 AND ENDING ON MARCH 31, 2016.
2. MONTHLY RENT WILL BE $3,090.00 FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT BRIDGE II.
3. THE LEASE MAY BE TERMINATED BY EITHER PARTY WITH A THIRTY (30) DAY WRITTEN NOTICE.

WHEREAS, the Bridge Manager of the Laredo Bridge System recommends that the City Council approve the attached hereto as Exhibit A, in furtherance of the development of the City owned property being part of the Laredo Bridge System; and

WHEREAS, the Bridge Manager of the Laredo Bridge System finds that Securitas Security Services USA, Inc. has advised of their interest to continue leasing Bridge II property at the agreed monthly rental of $3,090.00.

WHEREAS, the City Council finds that the proposed lease, copy of which is attached hereto Exhibit A, would be in the City's interest and benefit.

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

Section 1: Authorizing the City Manager to execute a lease renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Bridge II for a term of one (1) year commencing April 1, 2015 and ending on March 31, 2016 at $3,090.00 monthly rental. A copy of said lease is attached hereto as Exhibit A, and incorporated herein.

Section 2: This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE_____ DAY OF _____, 2015.

_____
Pete Saenz, Mayor

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
ASSISTANT CITY ATTORNEY

RENEWAL LEASE AGREEMENT

This renewal lease agreement is entered effective April 1, 2015, by and between the City of Laredo, a municipal corporation (hereinafter referred to as "Lessor"), and Securitas Security Services USA, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

1) Lessor leases to Lessee the following described real property: Situated in Webb County, Texas: approximately 120 square feet of office space and approximately 1,020 square feet of an exclusive lane at International Bridge II (Juarez Lincoln), City of Laredo, Webb County, Texas.

2) This renewal lease commences April 1, 2015 and ends March 31, 2016, provided, however, that the lease may be terminated by either party on a thirty (30) day written notice to the other party (the "Term" or "term").

3) Lessee shall pay a monthly rental of $3,090.00 in advance on or before the 1st day of each month during the Term.

4) The leased premises are to be used only for the processing of duty free merchandise to Mexico.

5) Lessee shall not assign or in any manner transfer this lease nor shall Lessee sublease the premises.

6) A) Lessee shall obtain and maintain throughout the term of this lease a policy of liability insurance at Lessee's sole cost and expense, insuring Lessor as well as Lessee, against any and all claims, demands and actions arising out of Lessee's use and occupancy of the leased premises, and said public liability insurance should have limits of liability of not less than $500,000.00 for damage to property, nor less than $1,000,000 for injury to or death of one or more persons in any one occurrence.

B) In addition, the Lessee is required to name the Lessor as an additional insured in the above stated policy with coverage for liability assumed by Lessee under this lease. Such insurance shall, to the extent of Lessee's indemnification obligations hereunder, contain a stipulation that this insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract by Lessee. The coverage provided by this policy shall be primary coverage and any other insurance carried by the City is excess.

C) Lessee shall furnish the City, no later than thirty (30) days following execution of this agreement, a certificate (s) of insurance as evidence that the required amounts and types of insurance are in force.

Further, Lessee covenants and agrees to fully indemnify, defend and hold harmless, the City and elected officials, agents, employees, officers, directors, agents and assigns of the City, individually, or collectively from and against any and all law suits, claims, causes of actions, including attorney's fees incurred in defense thereof, liability and other damages of any kind included, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim, cause of action, liability, or damage is caused by Lessee's negligence or willful misconduct.

7) Any notice required to be given by either party shall be mailed by certified mail, return receipt requested or personally delivered via nationally recognized overnight courier service to the following addresses:

If to Lessor:

City Manager
City of Laredo
1110 Houston
P.O. Box 579
Laredo, Texas 78042-0579

If to Lessee:

Securitas Security Services USA, Inc.
Attn: Real Estate Operations
2 Campus Drive
Parsippany, N.J. 07054

8) ACCESS: The leased premises will be accessible by Lessee 24 hours per day, seven days per week, without interruption.

9) INSURANCE: LESSEE agrees to carry with an admitted insurance company or companies having a Best Insurance Guide rating of not less than A-VIII, and licensed to do business in the State of Texas, and keep in effect during the term of this Agreement, the following insurance coverages with general liability and automobile coverages for the benefit of LESSEE, but with the LESSOR shown as an additional insured, including the obligation of the insurer to defend the LESSOR, in any action covered by said insurance provided, however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of LESSOR:

A) Commercial General Liability insurance in minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the agreement expires. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

B) Workers Compensation insurance at statutory limits, including Employers Liability coverage in minimum limits of $1,000,000 each occurrence or each accident; $1,000,000 by disease each occurrence; and $1,000,000 by disease aggregate.

C) The City of Laredo shall be named as an additional insured with respect to general and auto liability policies. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

D) LESSEE may maintain reasonable and customary deductibles, subject to approval by the City of Laredo; however, LESSEE shall have the right, at its sole election, to self-insure all or a portion (but not more than $500,000 of the commercial general liability insurance) of one or more of the risks for which insurance is required to be carried by LESSEE hereunder pursuant to a program of LESSEE that is administered by a licensed insurance company. All of the provisions of this Section 9 shall otherwise remain applicable. LESSEE shall, in accordance with standard self-insurance practices in the industry, maintain reasonably sufficient reserves to cover any losses that would have been covered by the insurance required to be carried by LESSEE pursuant to the terms of this Lease, but not for such self-insured retention.

E) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, which shall evidence the insurance coverage required hereunder.

10) LESSOR'S INDEMNIFICATION: Only to the extent allowed by law, Lessor agrees to fully indemnify, defend and hold harmless Lessee and its employees, officers, agents and representatives from any and against any and all losses, claims and causes of actions, including without limitation attorney's fees incurred in defense thereof, liability and other damages of any kind including, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim ,cause of action, liability of damage is caused by Lessor's negligence or willful misconduct, or that of its elected officials, agents, employees, officers, directors, or contractors.

11) DAMAGE OR DESTRUCTION: If the leased premises (or access thereto) are partially or totally damaged by fire or other casualty, either party may, notwithstanding any provision of the lease to the contrary, terminate this lease by giving written notice to the other party to such effect within thirty (30) days after such partial damage or total destruction occurs, and Lessee's liability for rent shall cease from and after the date of such damage. Should the lease not be so terminated, the leased premises shall be restored by Lessor at its sole expense to the condition that pre-existed such damage, and abatement shall be made from the rent corresponding

with the time during which, and the extent to which, the Leased Premises cannot be used by Lessee for its intended purposes. Notwithstanding the foregoing, the restoration obligations of Lessor shall apply and neither party shall have a right to terminate this lease if any such damage is insignificant enough so as to not inhibit Lessee from continuing its business operations in the leased premises in substantially the same manner as was possible prior to such damage occurring.

12) MISCELLANEOUS: This lease shall be governed by any and interpreted in accordance with the laws of the State of Texas and venue for any action shall be in Webb County, Texas. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction in Webb County, Texas shall in no way affect the validity of any other provision hereof. This lease may not be amended, altered or otherwise changed except as mutually agreed to and executed by the parties hereto in writing.

IN WITNESS WHEREOF, a duly authorized officer of the parties hereto have executed this lease effective as of the date first above written. Lessee covenants that each page hereof has been initialed by Lessee's Director, Real Estate Operations, or bears her stamped facsimile initials.

SIGNED EFFECTIVE THE 1st DAY OF APRIL, 2015.

CITY OF LAREDO

BY: _____

Jesus M. Olivares
Interim City Manager

SECURITAS SECURITY SERVICES USA, INC.

BY: _____

Peter J. Robbins
Vice President, Operations Services
& Asst. Secretary

APPROVED AS TO FORM, by EITHER:

_____

Kristina L. Hale
Assistant City Attorney

_____

Raul Casso
City Attorney

ATTEST:

_____

Gustavo Guevara, Jr.
City Secretary

Introductory Ordinances **13.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager

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SUBJECT

Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, of the Code of Ordinances, City of Laredo, Specifically, adding Section 19-364(15) which establishes the North and South side of San Lorenzo Drive, as a "No Parking/Tow-Away" Zone, from FM1472 to approximately 500 feet East of FM1472, within city limits of Laredo; providing for severability, effective date and publication.
(Approved by Operations Committee)

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

It is currently necessary to designate the north and south side of San Lorenzo Drive, from FM1472 TO 500 feet east of FM1472, as a “No Parking/Tow Away Zone” to prohibit parking of any vehicles in close proximity of the traffic signal at the intersection of FM 1472 and San Lorenzo Drive for proper operation of the traffic signal, and to prohibit any tractor trailers that are parking on both sides of San Lorenzo Drive to access the existing gas station and creating an obstruction to the through traffic.

The designation of this section of streets as a “No Parking Anytime/Tow Away Zone” is recommended to prohibit any parking along the North and South side of San Lorenzo Drive, from FM1472 to approximately 500 feet East of FM1472, to authorize the Police Department to cite or tow-away vehicles that disregard this designation.

The City of Laredo Traffic Safety Department will be responsible for the installation and maintenance of all signs that need to be installed to designate this section of roadway as such.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends the introduction of this ordinance.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

sanlorenzotowaway

ORDINANCE 2015-O-XXX

AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, OF THE CODE OF ORDINANCES, CITY OF LAREDO, SPECIFICALLY ADDING SECTION 19-364 (15) WHICH ESTABLISHES THE NORTH AND SOUTH SIDE OF OF SAN LORENZO DRIVE, AS A "NO PARKING/TOW AWAY" ZONE, FROM FM1472 TO APPROXIMATELY 500 FEET EAST OF FM1472, WITHIN CITY LIMITS OF LAREDO; PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, it is necessary to designate the north and south side of San Lorenzo Drive, from FM1472 TO approximately 500 feet east of FM1472, as a "No Parking/Tow Away Zone" to prohibit parking of any vehicles in close proximity of the traffic signal at the intersection of FM 1472 and San Lorenzo Drive for proper operation of the traffic signal, and

WHEREAS, tractor trailers are parking on both sides of San Lorenzo Drive to access the existing gas station and creating an obstruction to the through traffic, and

WHEREAS, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain and regulate the use of streets and street parking in this area and other streets throughout the city; and

WHEREAS, the City Council finds that it is necessary to authorize the removal of vehicles in violation of illegal parking by properly establishing and identifying tow-away zones for the removal of vehicles in violation, also recognizing that increased regulation of parking constitutes a benefit to the City,

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

SECTION 1. AMENDMENT

That Chapter 19, Article VIII, Section 19-364(13), is hereby amended to read as follows:

Sec. 19-364. Restricted parking areas.

The removal of vehicles for parking violations on certain streets and parking metered areas for the following times are hereby established.

(1)

Parking of vehicles is prohibited Monday through Saturday between the hours of 6:00 p.m. and 8:00 a.m. and all day Sunday in parking metered spaces located on the following streets:

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

Parking of vehicles is prohibited at all times in the following streets located in the downtown business district:

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

The 600 block of Iturbide Street, Hidalgo Street, Matamoros Street, Houston Street, and Washington Street;

The 600 block of Farragut Street and of the north side of Victoria Street;

The 800 block of Iturbide, Hidalgo, Farragut, Matamoros, and Victoria;

The south side of the 800 block of Houston;

The north side of the 800 block of Lincoln Street and Washington Street;

The 300 block of San Bernardo Street;

The north side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and the old U.S. Customs import lot on the east;

The south side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and Santa Maria Avenue on the east;

The east and west side of Main Street between Pedregal [Road] (River Road) on the south and Water Street on the north;

The north and south side of Ventura Street between Santa Maria Avenue on the east and Santa Cleotilde Avenue on the west;

The east and west side of Santa Maria Avenue between Pedregal [Road] (River Road) on the south and Water Street on the north;

(3)

Parking of vehicles is prohibited at all times:

Along U.S. 83 (Zapata Highway) between Zacatecas Street and the southern city limits of Laredo;

On the east and west sides of the 4900, 5000, 5100 and 5200 blocks of Tesoro Plaza, located north of West Calton Road;

(4)

No parking any time; tow-away zone.

North of Loop 20 on the east side of the 11000 block of McPherson Road between Nafta Street and Grand Central Boulevard;

East and west sides of Livingston Drive, between North Star Drive and Shiloh Drive and between Shiloh Drive and 300 feet north of Shiloh Drive.

Spring Road 400 feet north of Shiloh Drive.

North and south sides of Sonterra Drive between McPherson Road and Serene Drive.

North and south side of Village Boulevard between Springfield Avenue and 800 feet east of Village Boulevard.

East and west sides of Martingale between Village Boulevard and 300 feet south of Village Boulevard.

(5)

Bus only/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

East side of the 700 block of Juarez Avenue and the north side of the 1300 block of Farragut Street.

(6)

Taxicab stand/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

South side of the 1300 block of Matamoros Street.

(7)

No parking anytime/tow-away zone on the east and west sides of East Country Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.

(8)

The East side of Cypress Drive, between Los Ebanos Drive and Alta Vista Drive is hereby designated as no parking tow away zone every day during the hours of 6:00 p.m. in the evening and continuing until 6:00 a.m. the following morning; and

(9)

No Parking Anytime/Tow-away zone on the East side of N Texas Ave., between US 59 and E. Travis St.; and on the North side of E. Travis St.,

between N. Texas Ave. and N. Milmo Ave.

(10)
No Parking Anytime/Tow-away zone on the North and the South side of 8000 Block to 8600 Block of Milo Rd.

(11)
No Parking Anytime/Tow-away zone on the East side and West Side of Larga Vista Drive, between SH 359 and approximately 200 feet North of SH 359.

(12)
No Parking Anytime/Tow-away zone all times, except between the hours of 8 am to 5 pm, Monday thru Friday, on the North side of the 600 Block of Amistad Drive and including the entire cu-de-Sac at the west end of this section of street located west of McPherson Road.

(13)
No Parking Anytime/Tow-away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.

(14)
No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.

(15)
No Parking Anytime/Tow-away zone on the North and South side of San Lorenzo Drive, between FM1472 and approximately 500 feet East of FM 1472.

SECTION 2:

The installation and erection of appropriate signs is hereby authorized; and

SECTION 3:

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

SECTION 4:

This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2015.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
KRISTINA L. HALE
ASST. CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Claudia San Miguel, Acting Transit General Manager

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SUBJECT

2015-O-023 Authorizing the City Manager to amend the 2015 Transit Capital Budget by increasing revenues and expenses in the amount of $40,393.00 in order to appropriate transit improvements approved in FTA Grant TX-90-Y124-00.

PREVIOUS COUNCIL ACTION

Approved by the City Council on February 17, 2015.

BACKGROUND

The 2015 Transit Capital Budget must be amended to appropriate funds by increasing revenues and expenses in the amount of $40,393.00 in order to appropriate transit improvements approved by the Federal Transit Administration (FTA) Grant No. TX-90-Y124-00. The transit improvements include construction of bus shelters and ADA bus pads and curb cuts, bicycle racks for buses and new bus stop signs.

COMMITTEE RECOMMENDATION

To amend the 2015 Transit Capital Budget by increasing revenues and expenditures in the amount of $40,393.00.

STAFF RECOMMENDATION

Staff recommends approval of this amendment.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: N
Source of Funds: Grant
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

	Budget 2015	Proposed Amendment	Amended Budget 2015
Revenues:			

Grant	$0	$33,041.00	$33,041.00
Local Match	$0	$7,352.00	$7,352.00
Expenses:			
Improvements	$0	$40,393.00	$40,393.00

Attachments

Ordinance #2015-O-023

ORDINANCE NO. **2015-O-023**

AUTHORIZING THE CITY MANAGER TO AMEND THE 2015 TRANSIT CAPITAL BUDGET BY INCREASING REVENUES AND EXPENSES IN THE AMOUNT OF $40,393.00 IN ORDER TO APPROPRIATE TRANSIT IMPROVEMENTS APPROVED IN FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT TX-90-Y124-00.

WHEREAS, the City Council previously adopted the budget for fiscal year 2014-2015; and

WHEREAS, On January 20, 2015 the Mass Transit Board accepted and executed the United States Department of Transportation (DOT), Federal Transit Administration (FTA) Grant No. TX-90-Y124-00, Section 5307 in the amount of $3,304,105.00 to be used for operating assistance and

WHEREAS, The City Council finds it to be in the best interests of the City of Laredo, Texas, to amend the FY 2014-2015 Transit Capital Budget by increasing revenues and expenditures by $40,393.00 to be used for "associated transportation improvements" which grantees must expend at least 1% of the 5307 apportionments on these improvements.

WHEREAS, a public hearing and introductory ordinance was held on February 17, 2015.

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

Section 1. The FY2014-2015 Transit Capital Budget is hereby amended to appropriate $40,393.00.

Section 2. The grant funds shall be deposited in the City of Laredo Transit Capital Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
RAUL CASSO
CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Oscar R. Vasquez, owner

Staff Source: Nathan Bratton, Planning Director

SUBJECT

2015-O-025 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1 and 8, Block 4, Moreno Addition, located at 1819 N. Diaz Avenue, from R-1 (Single-Family Residential District) to R-1MH (Single Family Manufactured Housing District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Esteban Rangel at the regular meeting of February 17, 2015.

BACKGROUND

Council District: II – The Honorable Esteban Rangel

Proposed use: Manufactured home

Site: vacant

Surrounding land uses: The properties to the north include Chacon Creek, vacant land and the Haynes Recreation Center. To the east are vacant lots, Chacon Creek, and vacant land. To the west are single-family residences, vacant lots and multi-family residential. To the south are multi-family residential, vacant lots, single-family residences and manufactured homes.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Diaz Avenue.

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

STAFF COMMENTS

Staff recommends approval of the proposed zone change for the following reasons:

1. The proposed zone change appropriate at this location because it is compatible with the uses in the area.
2. The proposed R-1MH district will protect the integrity of the primarily low-density residential neighborhood.
3. The proposed district is in conformance with the with the Comprehensive Plan's designation for this area as Low Density Residential.

IMPACT ANALYSIS

R-1MH (Single-Family Manufactured Housing District): The purpose of the R-1MH is to permit subdivisions designed to meet the dimensional and configuration requirements for manufactured and modular housing neighborhoods.

Is this change contrary to the established land use pattern?
No, the established pattern is primarily low density residential in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the surrounding R-3 districts permit similar uses.

Will change adversely influence living conditions in the neighborhood?
No, the R-1MH district allows similar uses existing in the neighborhood.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes. The current R-1 district only allows single-family residential structures.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Pictures and Survey

ORDINANCE NO. 2015-O-025

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1 AND 8, BLOCK 4, MORENO ADDITION, LOCATED AT 1819 N. DIAZ AVENUE, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-1MH (SINGLE FAMILY MANUFACTURED HOUSING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 1 and 8, Block 4, Moreno Addition, located at 1819 N. Diaz Avenue, from R-1 (Single-Family Residential District) to R-1MH (Single Family Manufactured Housing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015, and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 1 and 8, Block 4, Moreno Addition, located at 1819 N. Diaz Avenue, from R-1 (Single-Family Residential District) to R-1MH (Single Family Manufactured Housing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

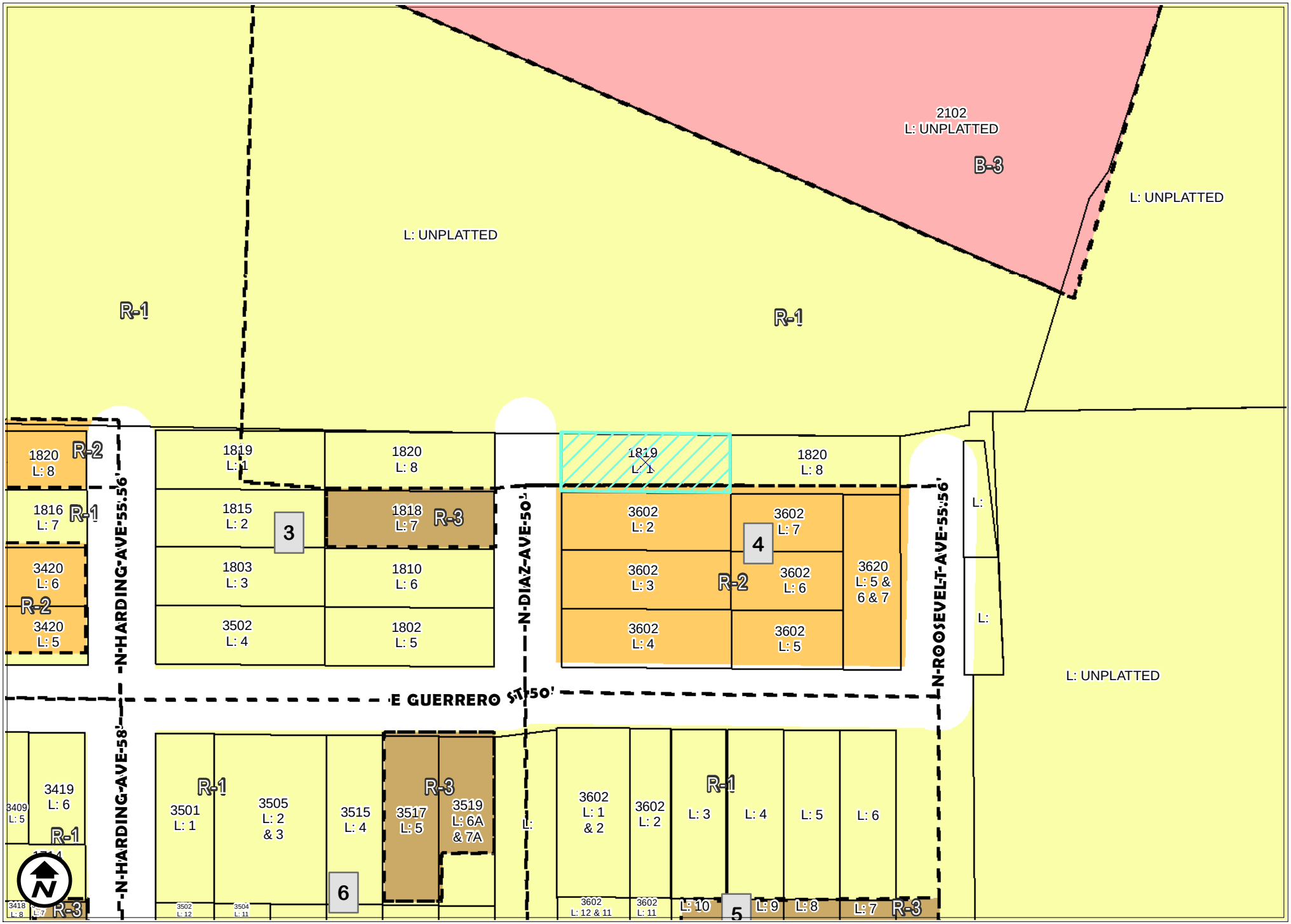
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 2/9/2015

1819 N DIAZ AVE
COUNCIL DISTRICT 2
ZC-19B-2015

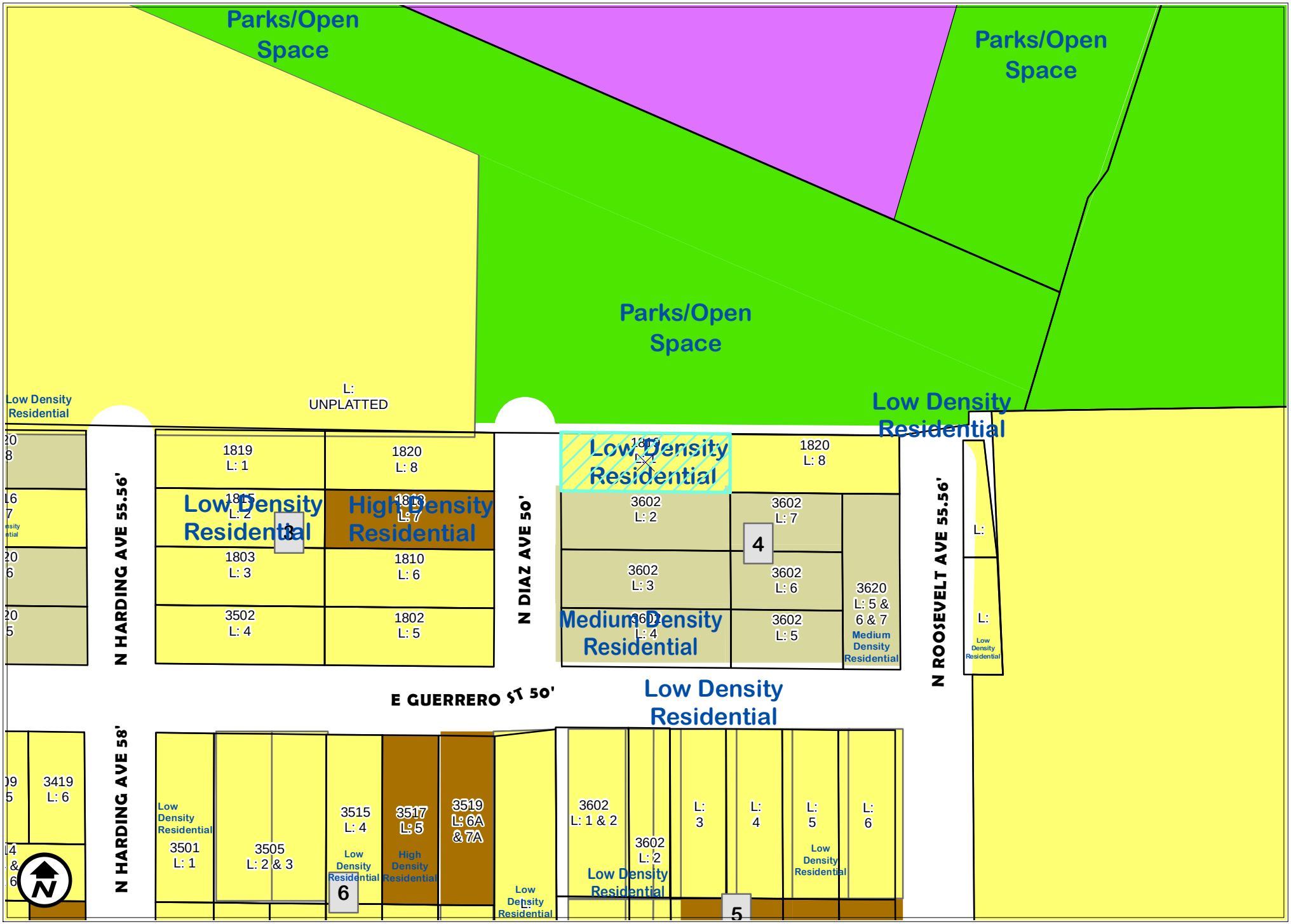
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R1MH (SINGLE FAMILY MANUFACTURED HOUSING)

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

AERIAL MAP
1 inch = 100 feet
Date: 2/9/2015

1819 N DIAZ AVE
COUNCIL DISTRICT 2
ZC-19B-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R1MH (SINGLE FAMILY MANUFACTURED HOUSING)



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 2/9/2015

1819 N DIAZ AVE
COUNCIL DISTRICT 2
ZC-19B-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R1MH (SINGLE FAMILY MANUFACTURED HOUSING)

ZC-19-2015
1819 N. Diaz Ave.
R-1 (Single Family Residential District) to R-3 (Mixed Residential District)

ZC-19-2015
1819 N. Diaz Ave.
R-1 (Single Family Residential District) to R-3 (Mixed Residential District)

200' NOTIFICATION
1 inch = 100 feet
Date: 12/31/2014

1819 N DIAZ AVE
COUNCIL DISTRICT 2
ZC-19-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R3 (MIXED RESIDENTIAL DISTRICT)

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Carlos Marquez, owner

Staff Source: Nathan Bratton, Planning Director

SUBJECT

2015-O-026 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 5 and 6, Block 1207, Eastern Division, located at 2119 Piedra China Street, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular meeting of February 20, 2015.

BACKGROUND

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

Proposed use: Two single-family residential structures

Site: Single-Family residential structure

Surrounding land uses: The properties to the north are single-family residences and manufactured homes. To the south are single-family residential and manufactured homes. To the east are the City of Laredo Parks and Recreation Department, Zacate Creek, single-family residential and manufactured homes. To the west are single-family residences, vacant lots, manufactured homes and multi-family residential.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify Piedra China Street.

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

STAFF COMMENTS

Staff recommends approval of the proposed zone change for the following reasons:

1. The proposed zone change is appropriate at this location because it is compatible

with the mixed residential uses in the neighborhood.
2. The property is large enough to support uses allowed in the proposed R-2 district.
3. There are other multi-family districts and uses in the area.

IMPACT ANALYSIS

R-2 (Multi-Family Residential District): The purpose of the R-2 is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
No, the established pattern is mixed residential in nature.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, there is an R-2 district in the next block to the west.

Will change adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the area.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes. The current R-1 district only allows single-family residential structures.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

Ordinance

Zoning Map
Aerial Map
Future Land Use Map
Pictures and Survey

ORDINANCE NO. 2015-O-026

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 5 AND 6, BLOCK 1207, EASTERN DIVISION, LOCATED AT 2119 PIEDRA CHINA STREET, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owners of Lots 5 and 6, Block 1207, Eastern Division, located at 2119 Piedra China Street, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015, and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lots 5 and 6, Block 1207, Eastern Division, located at 2119 Piedra China Street, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 2/9/2015

2119 PIEDRA CHINA ST
COUNCIL DISTRICT 3
ZC-12B-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

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

AERIAL MAP
1 inch = 100 feet
Date: 2/9/2015

2119 PIEDRA CHINA ST
COUNCIL DISTRICT 3
ZC-12B-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

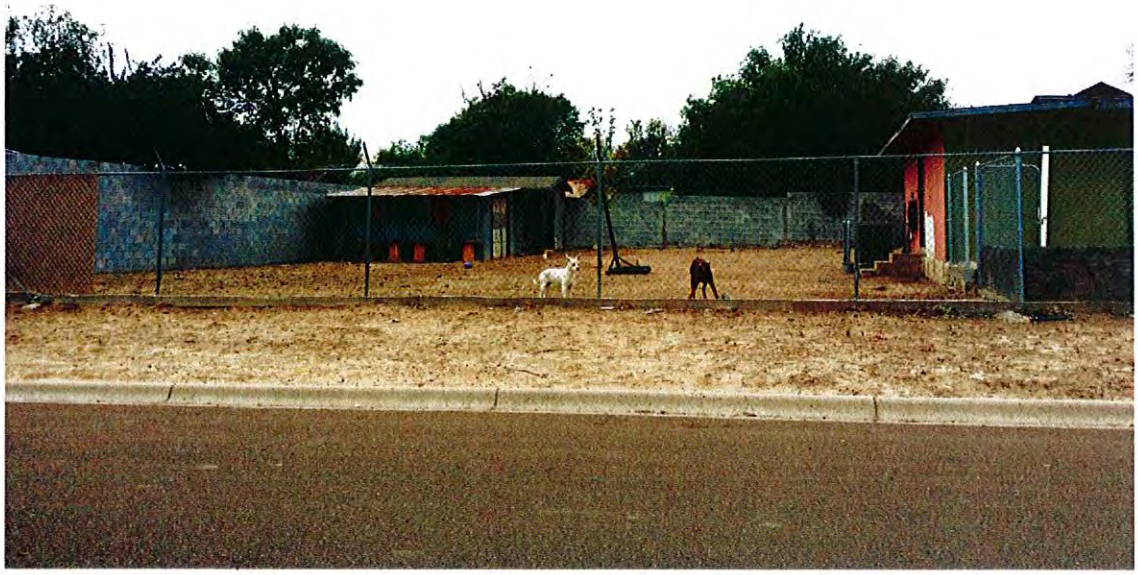
FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 2/9/2015

2119 PIEDRA CHINA ST
COUNCIL DISTRICT 3
ZC-12B-2015

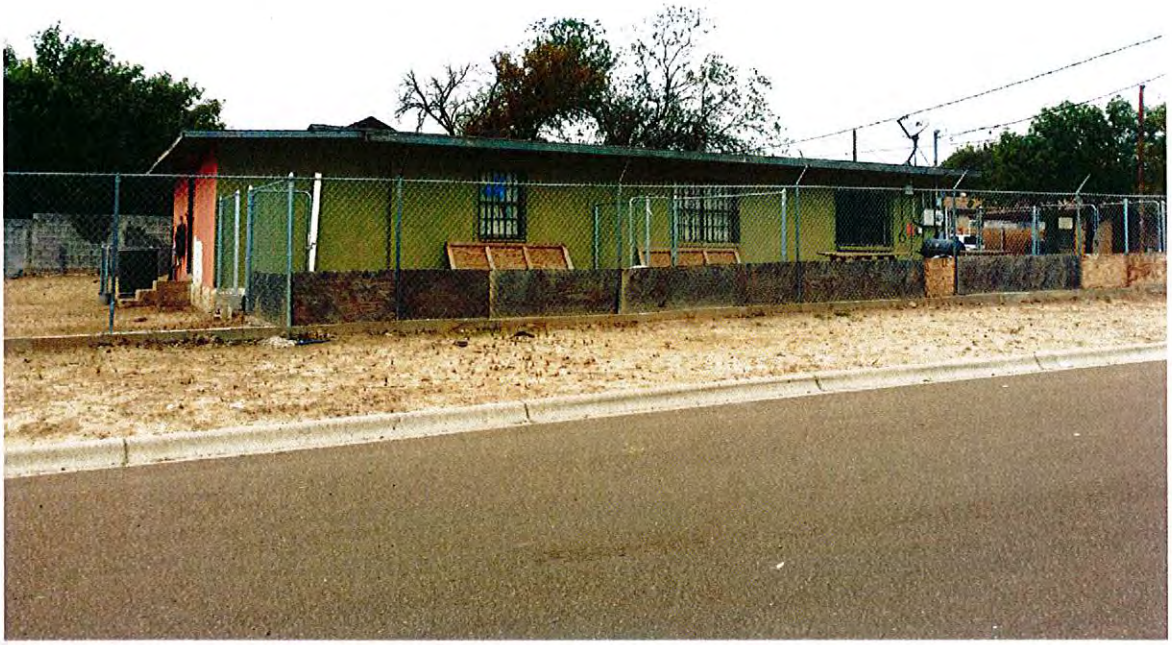
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

ZC--12-2015
2119 Piedra China St.
R-1 (Single Family Residential District) to R-3 (Mixed Family Residential District)

ZC--12-2015
2119 Piedra China St.
R-1 (Single Family Residential District) to R-3 (Mixed Family Residential District)



ZC--12-2015
2119 Piedra China St.
R-1 (Single Family Residential District) to R-3 (Mixed Family Residential District)



200' NOTIFICATION
1 inch = 100 feet
Date: 12/5/2014

2119 PIEDRA CHINA ST
COUNCIL DISTRICT 3
ZC-12-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO R3 (MIXED RESIDENTIAL DISTRICT)

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Killam Oil Co., Ltd., applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-027 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit and Drilling Permit for Oil and/or Gas Extraction and Production on 1.38 acres, as further described by metes and bounds in attached Exhibit "A", located at 2715 E. Del Mar Boulevard; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela Jr. at the regular meeting of February 17, 2015.

BACKGROUND

Council District: V – The Honorable Roque Vela Jr.

Proposed use: Reworking of the existing well

Site: Existing well

Surrounding land uses: Properties to the north include vacant land, Posh Sushi and multi-family residential uses. To the south are vacant land and single-family residential uses. To the west are vacant land, First Baptist Church, US Post Office, Del Mar Mini-Storage, Howland Engineering, Valero Convenience Store, Tokyo Garden Restaurant and Yardart Nursery. To the east is vacant land.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Del Mar Boulevard as a Major Arterial.

Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 0

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual

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

Staff supports the request of the proposed SUP at this location for the following reasons:

1. The proposed SUP is compatible with the surrounding uses and zones.
2. The proposed site meets the minimum separation distance requirements from existing structures.
3. The application is for the reworking of an existing well.

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

1. The Special Use Permit is issued to Killam Oil Co., Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements made in letter, Exhibit “C”, which is made part hereof for all purposes.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil & Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Drilling operations shall be limited to daylight hours.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the Special Use Permit.

STAFF RECOMMENDATION

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

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Exhibits, Pictures & Survey

ORDINANCE NO. 2015-O-027

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT AND DRILLING PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION ON 1.38 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED AT 2715 E. DEL MAR BOULEVARD; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Special Use Permit and Drilling Permit for Oil and/or Gas Extraction and Production on 1.38 acres, as further described by metes and bounds in attached Exhibit "A", located at 2715 E. Del Mar Boulevard; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Special Use Permit and Drilling Permit for Oil and/or Gas Extraction and Production on 1.38 acres, as further described by metes and bounds in attached Exhibit "A", located at 2715 E. Del Mar Boulevard.

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

1. The Special Use Permit is issued to Killam Oil Co., Ltd., and is non-transferable.

2. The Special Use Permit is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements made in letter, Exhibit “C”, which is made part hereof for all purposes.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil & Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Drilling operations shall be limited to daylight hours.

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

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

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

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

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

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

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

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

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

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

(5) In the event of discontinuance or failure to commence as stipulated in Subsection 24.93.12 of this Ordinance, Zoning Enforcement Staff will issue written notification of same.

Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Special Use Permit's official revocation and removal from the City of Laredo Zoning Map.

(b) Procedures:

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

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

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

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

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

i. The Zoning Officer or Fire Official shall immediately notify the Planning Director, in writing, of the result of the prosecution of the citation.

ii. The Planning Director shall, within 48 hour notice of the court's determination (or as soon thereafter as is practicable) issue the permit holder written notification of the Special Use Permit's official suspension.

iii. The Special Use Permit Holder shall suspend all business operations in accordance with the notice.

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension

period has run. The Planning Director shall issue such notice without unreasonable delay.

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

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

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

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

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

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

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

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

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

(b.) Should the twelve citations, issued during any twelve month period result in a court having jurisdiction or a jury find the holder of the Special Use Permit guilty of each violation or if a holder of an SUP pleads guilty to violation/s, the City of Laredo shall con-

sider the Special Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

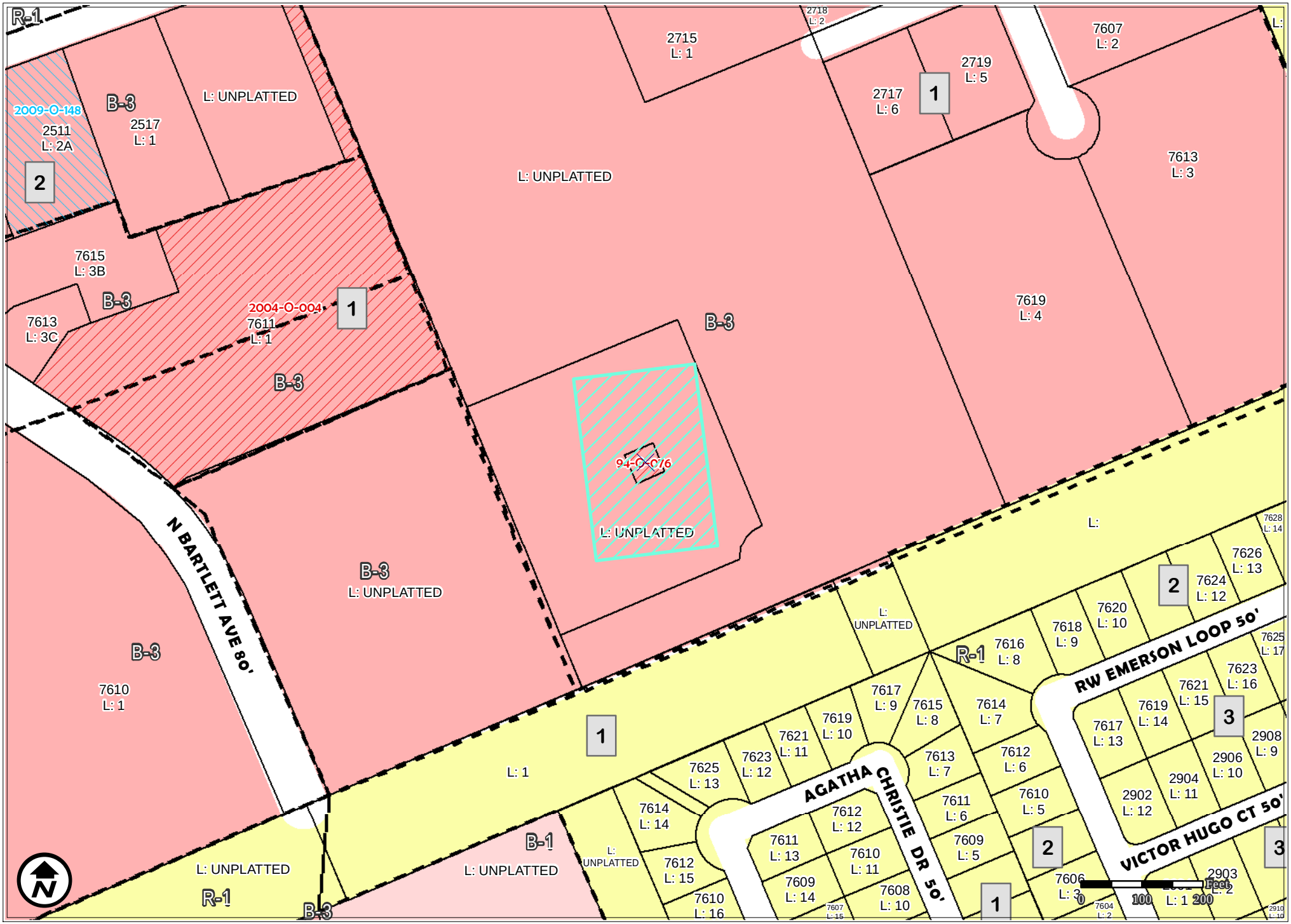
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 200 feet
Date: 12/31/2014

2715 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-21-2015

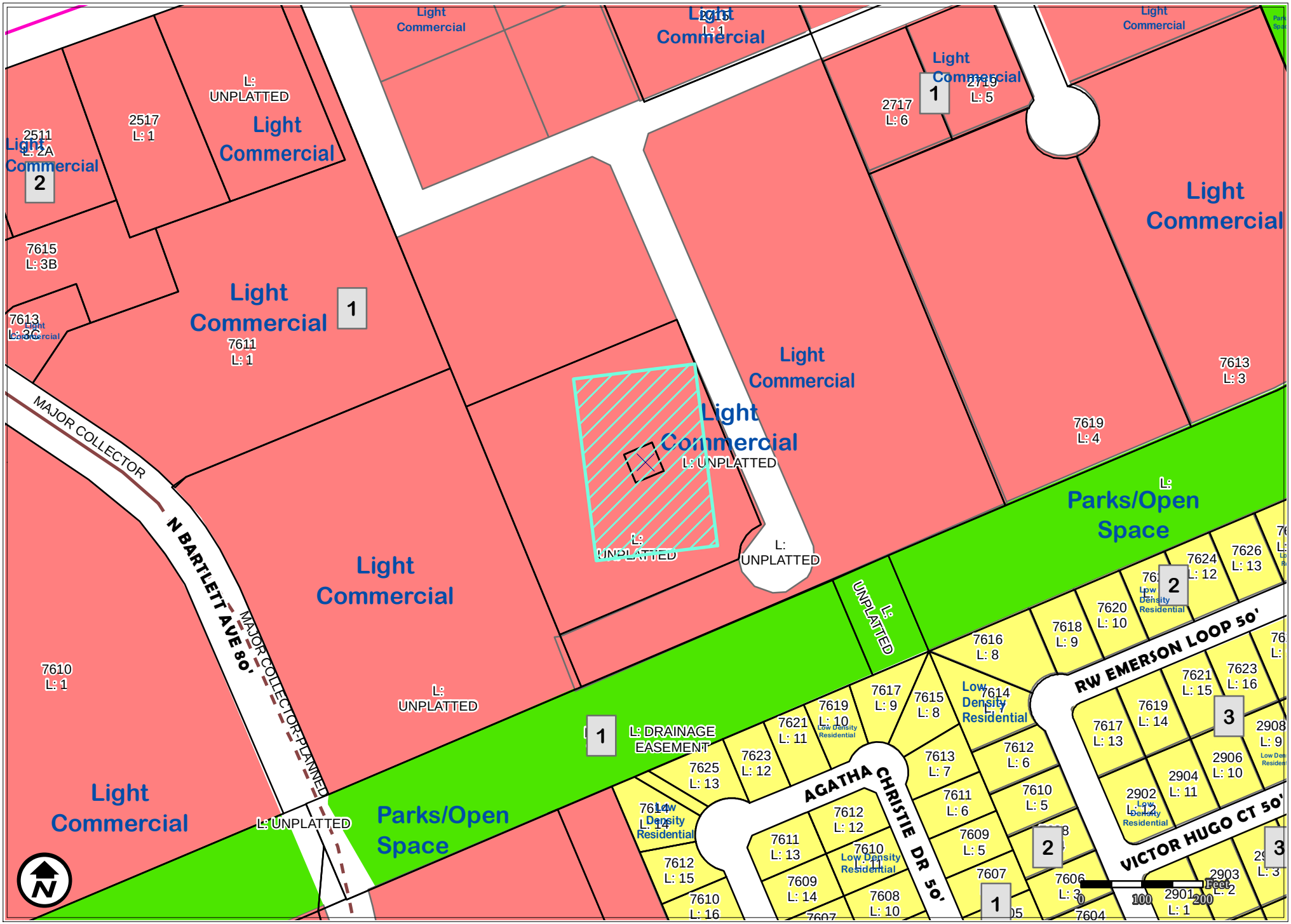
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO OIL AND/ OR GAS EXTRACTION & PRODUCTION

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

AERIAL MAP
1 inch = 200 feet
Date: 12/31/2014

2715 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-21-2015

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO OIL AND/ OR GAS EXTRACTION & PRODUCTION



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 12/31/2014

2715 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-21-2015

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO OIL AND/ OR GAS EXTRACTION & PRODUCTION

FIELD NOTES
FOR
KILLAM OIL CO.
SPECIAL USE PLAT / SITE PLAN
1.38 ACRES

A TRACT OF LAND CONTAINING 1.38 ACRES, more or less, being out of Alexander Residential Development Corp. LLC., 3.4125 acres, recorded in Volume 2796, Page 508, Official Public Records of Webb County, Texas, situated in Survey 25, J.F. Garcia, Abstract 50, City of Laredo, Webb County, Texas, and being more particularly described as follows:

COMMENCING at a found ½" iron rod, being the North corner of said 3.4125 acre tract; Thence, S 22°08'07" E, a distance of 78.31 feet, to a ½" iron rod set, for the Northeast corner hereof, and the **POINT OF BEGINNING;**

THENCE, S 07°06'40" E, a distance of **300.00 FEET,** to a ½" iron rod set, for the Southeast corner hereof;

THENCE, S 82°53'20" W, a distance of **200.00 FEET,** to a ½" iron rod set, for the Southwest corner hereof;

THENCE, N 07°06'40" W, a distance of **300.00 FEET,** to a ½" iron rod set, for the Northwest corner hereof;

THENCE, N 82°53'20" E, a distance of **200.00 FEET,** to the **POINT OF BEGINNING,** containing 1.38 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates Texas South Zone, NAD 27.

I, **Juan Segovia,** a Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

R.P.L.S. No. 6290 – Texas

STATE OF TEXAS REGISTERED JUAN SEGOVIA 6290 PROFESSIONAL LAND SURVEYOR

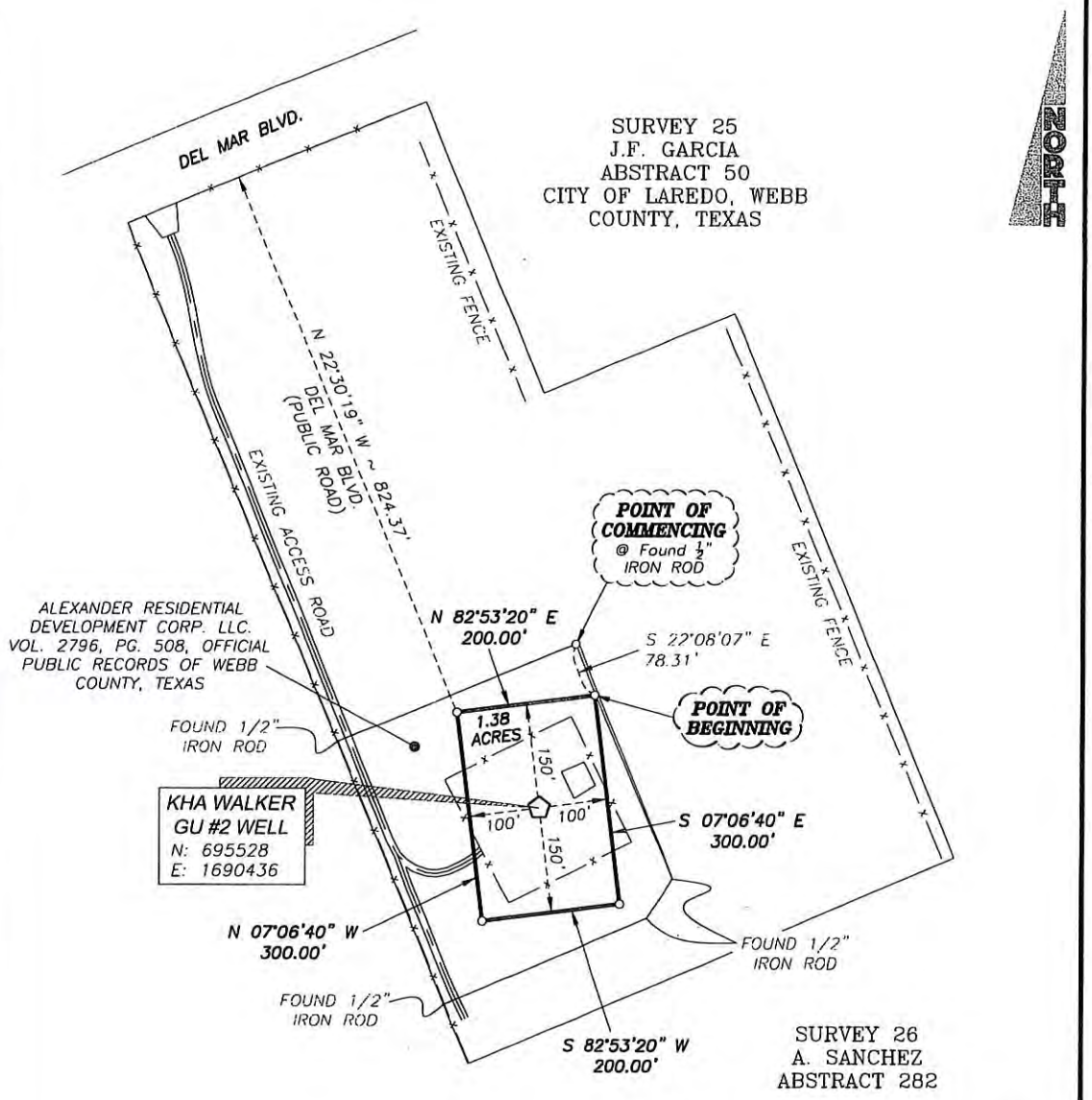
12-16-2014
Current Date

Exhibit A

www.howlandcompanies.com
7615 N. Bartlett Avenue P.O. Box 451128 (78045) Laredo, TX 78041 P. 956.722.4411 F. 956.722.5414
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00

EXHIBIT

KILLAM OIL CO.
SPECIAL USE PLAT / SITE PLAN
1.38 ACRES
SITUATED IN
SURVEY 25, J.F. GARCIA, ABSTRACT 50,
CITY OF LAREDO, WEBB COUNTY, TEXAS



NOTE: THERE IS NO RESIDENCE OR STRUCTURES INTENDED FOR HUMAN OCCUPANCY LOCATED WITHIN 350' OF THE SURFACE WELL LOCATION.

ADDRESS: 2715 E. DEL MAR BLVD.
LAREDO, TEXAS 78041

I, JUAN SEGOVIA, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ITS ACCOMPANYING FIELD NOTE DESCRIPTION CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

STATE OF TEXAS REGISTERED JUAN SEGOVIA 6290 PROFESSIONAL LAND SURVEYOR

R.P.L.S. No. 6290–Texas

12-16-14
Date

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 200 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue Laredo, TX. 78041 P. 956.722.4411
www.howlandcompanies.com

WARNING: BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.–27.
THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KILLAM OIL CO.

LEGEND	
⬠	= SURFACE HOLE LOCATION
O	= 1/2" IRON ROD
———	= UNIT LINE
- - - -	= SURVEY LINE
—— x ——	= FENCE LINE

Revision	Date
1	12–15–14

FIELD DATE	BOOK	PAGE(s)
12–12–14	944	48

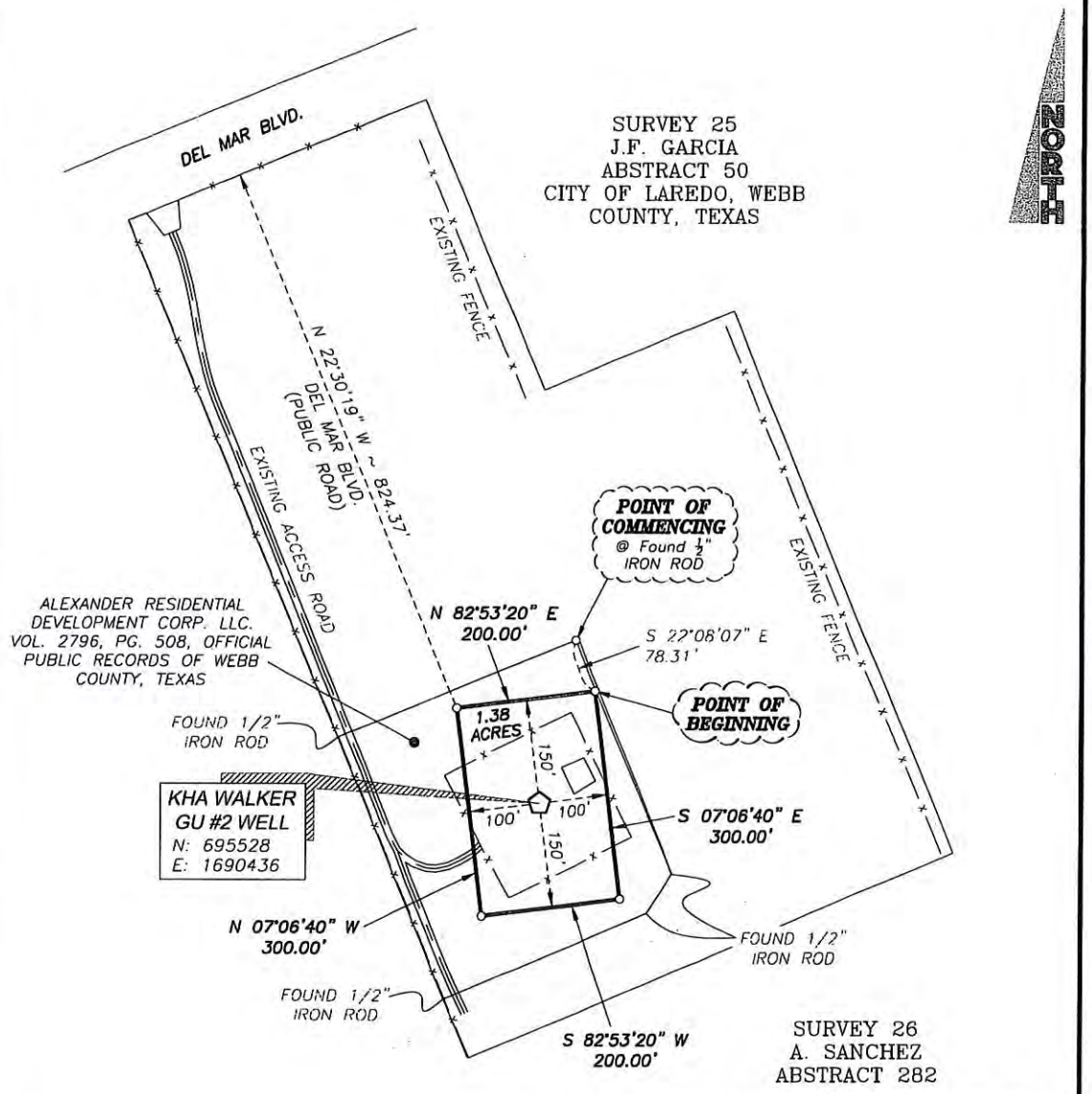
DRAWN BY: L.A.F.
CHECKED BY: J.S.
JOB No. 23665–14
SHEET: 2 OF 2

Exhibit B

H:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2014\23665-14\23665-14.dwg, 12/16/2014 3:56:41 PM, Adobe PDF

EXHIBIT

KILLAM OIL CO.
SPECIAL USE PLAT / SITE PLAN
1.38 ACRES
SITUATED IN
SURVEY 25, J.F. GARCIA, ABSTRACT 50,
CITY OF LAREDO, WEBB COUNTY, TEXAS



NOTE: THERE IS NO RESIDENCE OR STRUCTURES INTENDED FOR HUMAN OCCUPANCY LOCATED WITHIN 350' OF THE SURFACE WELL LOCATION.

ADDRESS: 2715 E. DEL MAR BLVD.
LAREDO, TEXAS 78041

I, JUAN SEGOVIA, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ITS ACCOMPANYING FIELD NOTE DESCRIPTION CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

STATE OF TEXAS REGISTERED JUAN SEGOVIA 6290 PROFESSIONAL LAND SURVEYOR

R.P.L.S. No. 6290–Texas

12-16-14
Date

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 Inch = 200 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue Laredo, TX. 78041 P. 956.722.4411
www.howlandcompanies.com

WARNING: BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.–27.
THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR KILLAM OIL CO.

LEGEND	
⬠	= SURFACE HOLE LOCATION
O	= 1/2" IRON ROD
———	= UNIT LINE
- - - -	= SURVEY LINE
—— x ——	= FENCE LINE

Revision	Date
1	12–15–14

FIELD DATE	BOOK	PAGE(s)
12–12–14	944	48

DRAWN BY: L.A.F.
CHECKED BY: J.S.
JOB No. 23665–14
SHEET: 2 OF 2

Exhibit B

H:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2014\23665-14\23665-14.dwg. 12/16/2014 3:56:41 PM, Adobe PDF

KILLAM

4320 University Boulevard
P. O. Box 499
Laredo, Texas 78042

Phone 956.724.7141
Fax 956.724.2005
e-mail: steve@killamcompanies.com

December 16, 2014

City of Laredo
Planning and Zoning Department
1120 San Bernardo
Laredo, Texas 78040

Re: Killam-Hurd-Amoco Walker Gas Unit #2 Well
Webb County, Texas

Gentlemen:

In accordance with Section 24.73.4 of the City of Laredo Drilling Ordinance, Killam Oil Co., Ltd., hereby makes the following statements:

1. To the best of the knowledge and belief of Killam Oil Co., Ltd., this application for permit to recomplete complies with all the requirements of the City of Laredo Drilling Ordinance (#3).

2. Killam Oil Co., Ltd., agrees to present any evidence to the council in addition to the requirements of the article as may be requested by the council and that to the best of applicant's belief, the proposed recompletion and production operations can be conducted with safety (#15).

3. Killam Oil Co., Ltd., authorized the city to expend such funds as may be necessary under the direction and advice of the Railroad Commission, under the circumstances, to regain well control if necessary (#16).

4. Killam Oil Co., Ltd., agrees to file with the office of the superintendent the reports described in the section (#17).

Thank you for your consideration and please feel free to call me at the above phone number if you have any questions.

Sincerely,

David Killam

David Killam
Managing Partner

DK/rw
Enclosures

Exhibit C

AFFIDAVIT

Before me, the undersigned authority, personally appeared David Killam, manager of Killam Management, LC, general partner of Killam Oil Co., Ltd. who, being by me duly sworn, deposed as follows:

My name is David Killam. I am of sound mind and capable of making this affidavit. I have the legal authority to enter in enter into contracts binding upon the applicant. To my knowledge, the contents of this application are true and correct. The applicant shall comply with all requirements of this article IV, section 24.73. **of the City of Laredo Drilling Ordinance.**

David Killam

Affiant

SWORN TO AND SUBSCRIBED before me on the 16th day of December, 2014 by David Killam, manager of Killam Management, LC, general partner of Killam Oil Co., Ltd.

My commission expires:
06-02-2018

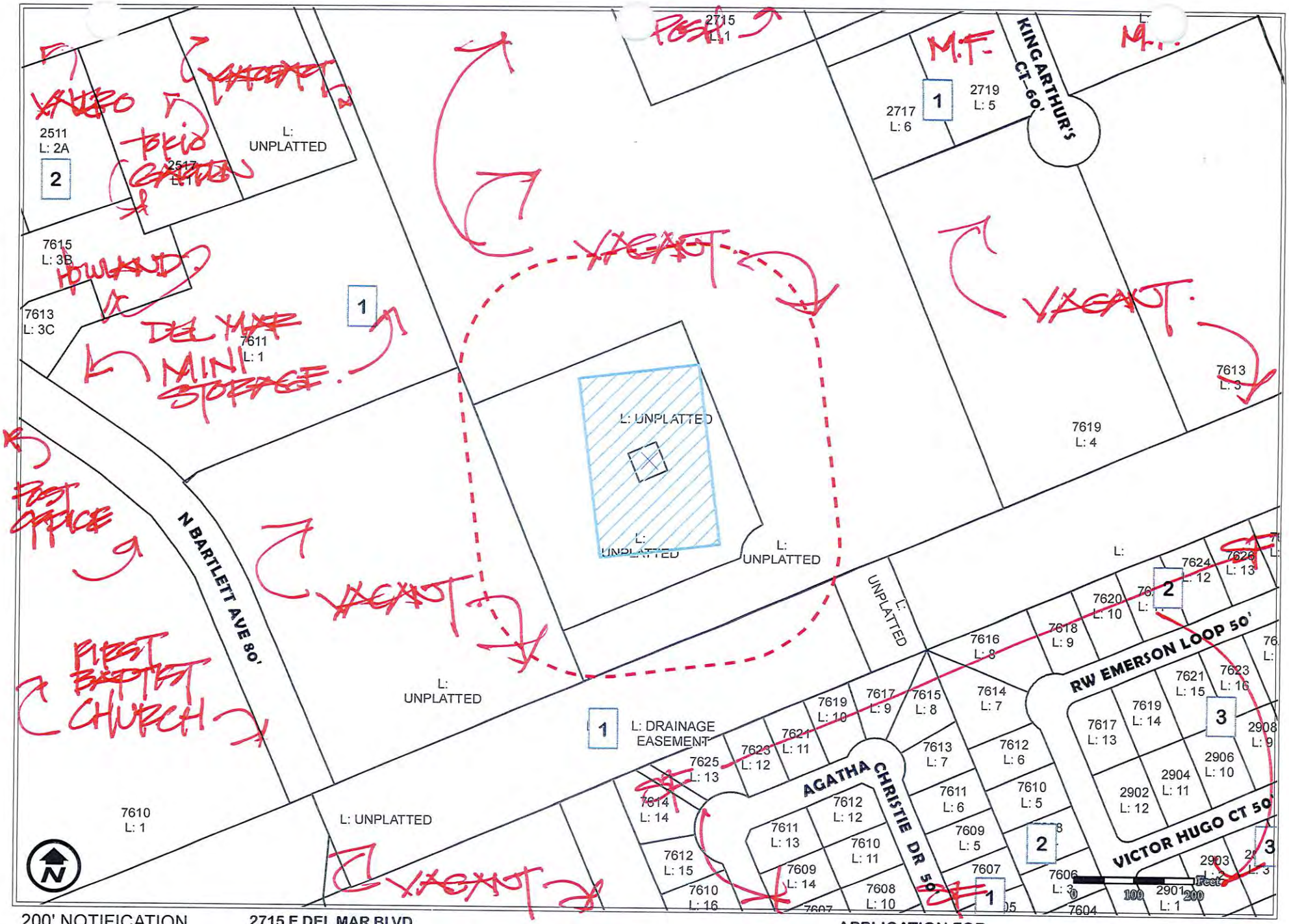
ROMANA BUYO
NOTARY PUBLIC
COMMISSION EXPIRES:
06-02-2018

Romana Buyo

Notary Public, State of Texas
Notary's printed name: Romana Buyo

ZC-21-2015
2517 E. Del Mar Blvd.
Request for S.U.P. (Special Use Permit)

ZC-21-2015
2517 E. Del Mar Blvd.
Request for S.U.P. (Special Use Permit)



200' NOTIFICATION
1 inch = 200 feet
Date: 12/31/2014

2715 E DEL MAR BLVD
COUNCIL DISTRICT 5
ZC-21-2015

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)
TO OIL AND/ OR GAS EXTRACTION & PRODUCTION

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Gume Transport & Storage Inc., Owner/Applicant

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-028 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.98 acres, as further described by metes and bounds in attached Exhibit "A", located at southeast of a private road (Phelps Road) and 300 feet northeast of FM 1472 (Mines Road), from AG (Agricultural District) to M-1 (Light Manufacturing District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela at the regular Council meeting of February 17, 2015.

BACKGROUND

Council District: VII

Proposed use: Light manufacturing

Site: The site is currently occupied by a warehouse and trailer yard.

Surrounding land uses: The Golden Arrow Freight Lines transport facility abuts the site on the southeast. Also to the southeast are another trucking transport facility and El Primero Training Center. Land east of the site is vacant. North of the site is vacant land, as is most of the land across FM1472 to the west, with the exception of two materials storage areas from Laredo Sand & Gravel.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 (Mines Road) as an Expressway and Truck Route; Phelps Road is not identified on the Plan.

Letters sent to surrounding property owners: 3
In Favor: 1
Opposed: 0

COMMITTEE RECOMMENDATION

The P & Z Commission, in a 5 to 0 vote, recommended approval of the zone change.

STAFF RECOMMENDATION

Staff supports the proposed zone change.

STAFF COMMENTS

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

1. The proposed M-1 District is in conformance with the Comprehensive Plan's identification of this area as Light Industrial.

2. The existing uses in the area are either Light Industrial uses or compatible with those uses.

3. The tract is part of the Ashley Acres Subdivision, which was platted in 1994 for commercial and industrial uses.

IMPACT ANALYSIS

M-1 (Light Manufacturing District): The purpose of the M-1 District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The existing uses along this portion of the FM1472 corridor are light industrial.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. Currently the nearest M-1 district is about 0.75 miles to the east along FM1472. This stretch of the FM1472 corridor received an initial zoning of AG when annexed in 1990 and 1991; at that time very few businesses actually existed along the thoroughfare. It is anticipated that once a vacant area is annexed, there may be requests to rezone areas as they are developed.

Will change adversely influence living conditions in the neighborhood?
No. There are no residential neighborhoods in the immediate vicinity.

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

Yes, the existing AG (Agricultural District) does not allow for industrial uses.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance 2015-O-028
Exhibit A
Color Zoning Map
Color Zoning Overview Map
Color Aerial Map
Future Land Use Map
200' Notification Map
Site Survey
Color Pictures ZC-20-2015

ORDINANCE NO. 2015-O-028

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 3.98 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT SOUTHEAST OF A PRIVATE ROAD (PHELPS ROAD) AND NORTHEAST OF FM 1472 (MINES ROAD), FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of 3.98 acres as further described by Metes and Bounds in Exhibit A, located at Southeast of a private road (Phelps Road) and northeast of FM 1472 (Mines Road), from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, 3.98 acres as further described by Metes and Bounds in Exhibit A, located at Southeast of a private road (Phelps Road) and northeast of FM 1472 (Mines Road), from AG (Agricultural District) to M-1 (Light Manufacturing District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

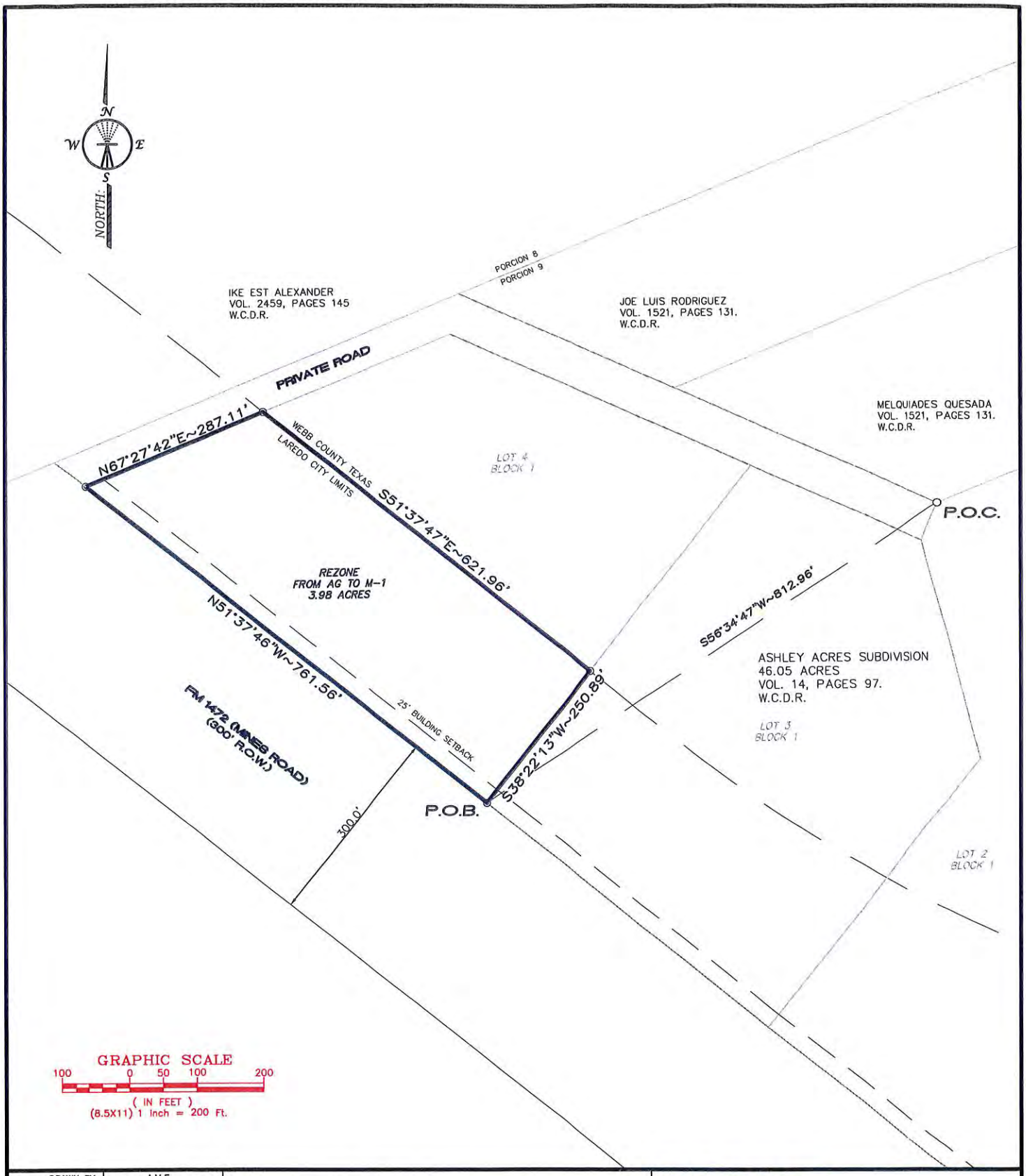
_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



DRAWN BY:	A.M.F.
CHECKED BY:	R.M.V.
H.S.C. JOB No.	
FILENAME:	
DATE:	DECEMBER 16, 2014
REVISED DATE:	
8.5X11 SCALE: VER:	N/A
HOR:	1" = 100'
SHEET: 01 OF 01	

ASHLEY ACRES SUBDIVISION

REZONE
FROM AG TO M-1
ALL OF LOT 4 BLOCK 1 WITHIN CITY LIMITS

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 / TBPLS Firm Registration No. 100464-00
7615 N. Bartlett Avenue / P.O.Box 451128 (78045) / Laredo, TX. 78041
P. 956.722.4411 / F. 956.722.5414
www.howlandcompanies.com

Exhibit A (1 of 2)

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
3.98 ACRE TRACT OF LAND

A Tract of Land containing 3.98 Acres (173,558SF), more or less, situated in B.M. Dias, Original Grantee, Porcion 9, Abstract 38, Webb County, Texas. Being out of an original tract containing 8.0 Acres of land as per Ashley Acres Subdivision Plat, recorded in Volume 14, Page 97, Map Records Webb County, Texas. This 3.98 acre tract of land being more particularly described as follows, to-wit:

COMMENCING at a found 1/2" iron rod being the northwest corner of Lot 2 Block 1 of said Ashley Acre Subdivision and northeast corner of a Private Road. **THENCE, S56°34'47" W** a distance of **812.96 feet** to a point being the southeast corner of Lot 4 Block 1, and the southwest corner of Lot 3 Block 1 of said Ashley Acres Subdivision, and being the **POINT OF BEGINNING**;

THENCE, N 51°37'46" W, along the north right-of-way boundary line of FM-1472 a distance of **761.56 feet** to a set ½" iron rod being the southwest corner hereof;

THENCE, N 67°27'42" E, a distance of **287.11 feet** to a deflection point right, on the Laredo City Limits Boundary Line and the northwest corner hereof;

THENCE, S 51°37'47" E, along said Laredo City Limit Boundary Line a distance of **621.96 feet** to a deflection point right, on the common line of Lot 4, Block 1 and Lot 3, Block 1 of said Ashley Acres Subdivision;

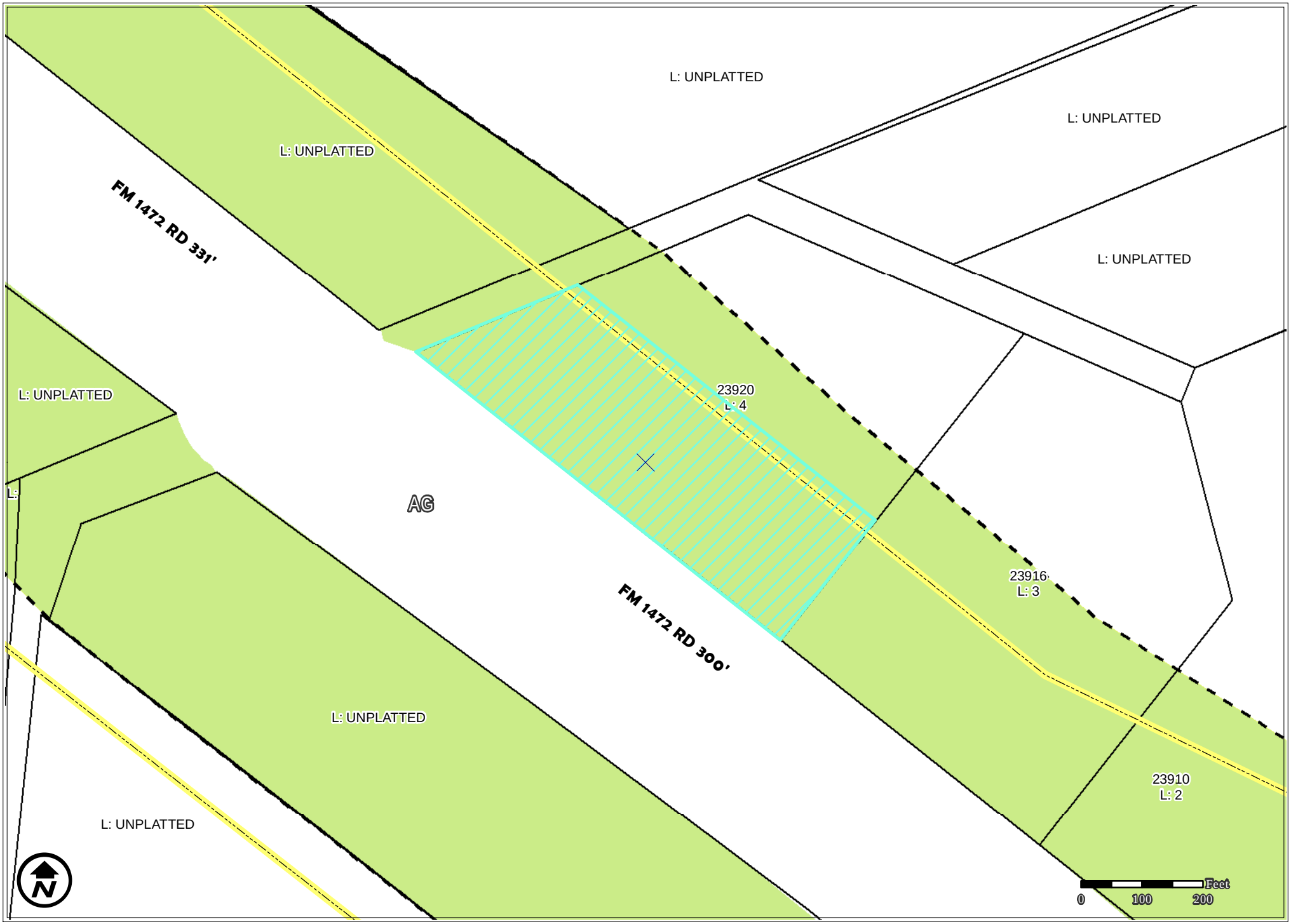
THENCE, S 38°22'13" W, a distance of **250.89 feet** to a set ½" iron rod on the southeast corner hereof and the **TRUE POINT OF BEGINNING**

BASIS OF BEARING: GPS NAD 83 Texas State Planes, South Zone, US Foot

Ricardo M. Villarreal
RICARDO M. VILLARREAL RPLS #6242

12/19/14
DATE

STATE OF TEXAS
REGISTERED
RICARDO M. VILLARREAL
6242
PROFESSIONAL
LAND SURVEYOR

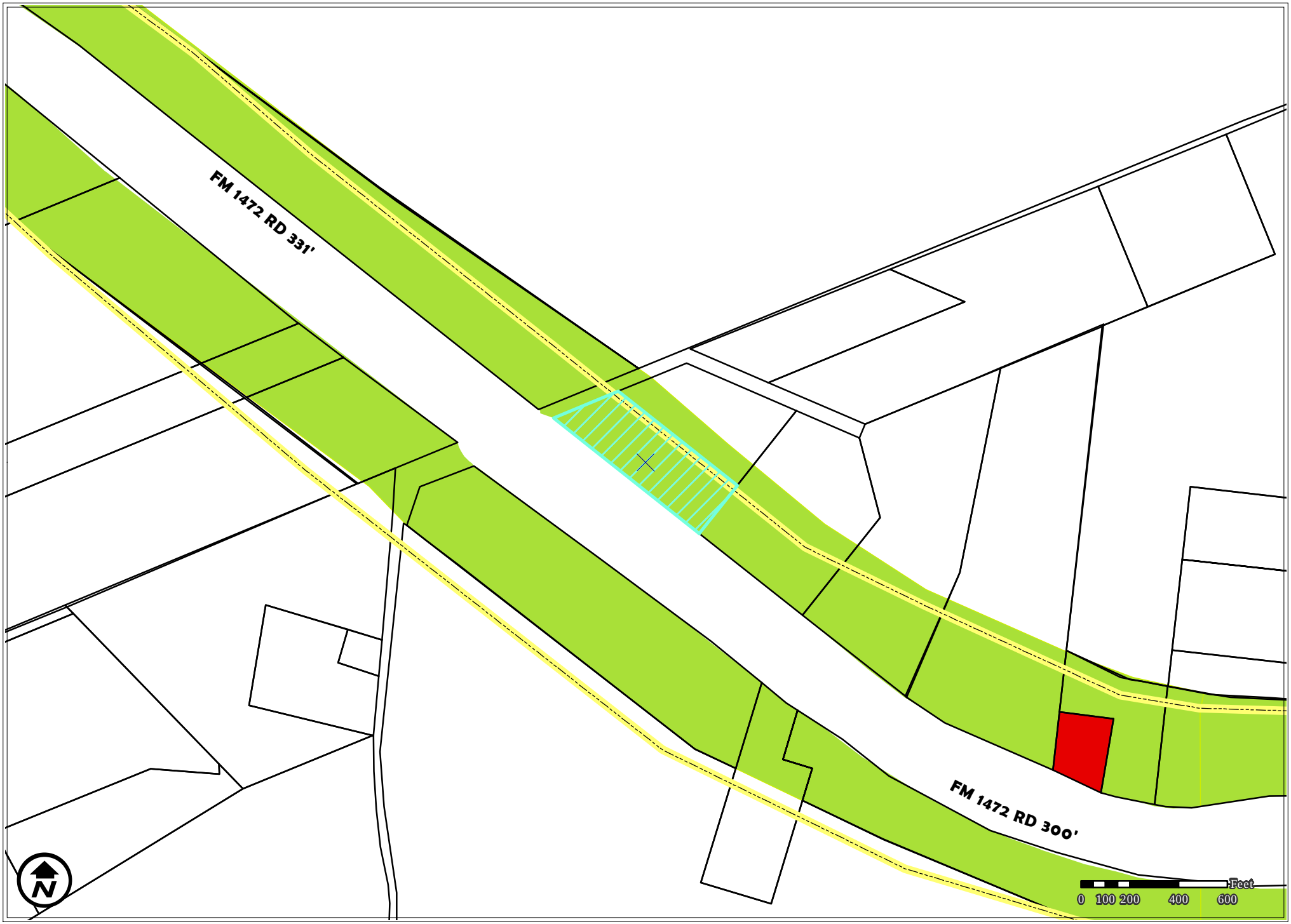


ZONING MAP
1 inch = 200 feet
Date: 12/31/2014

PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

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



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/31/2014

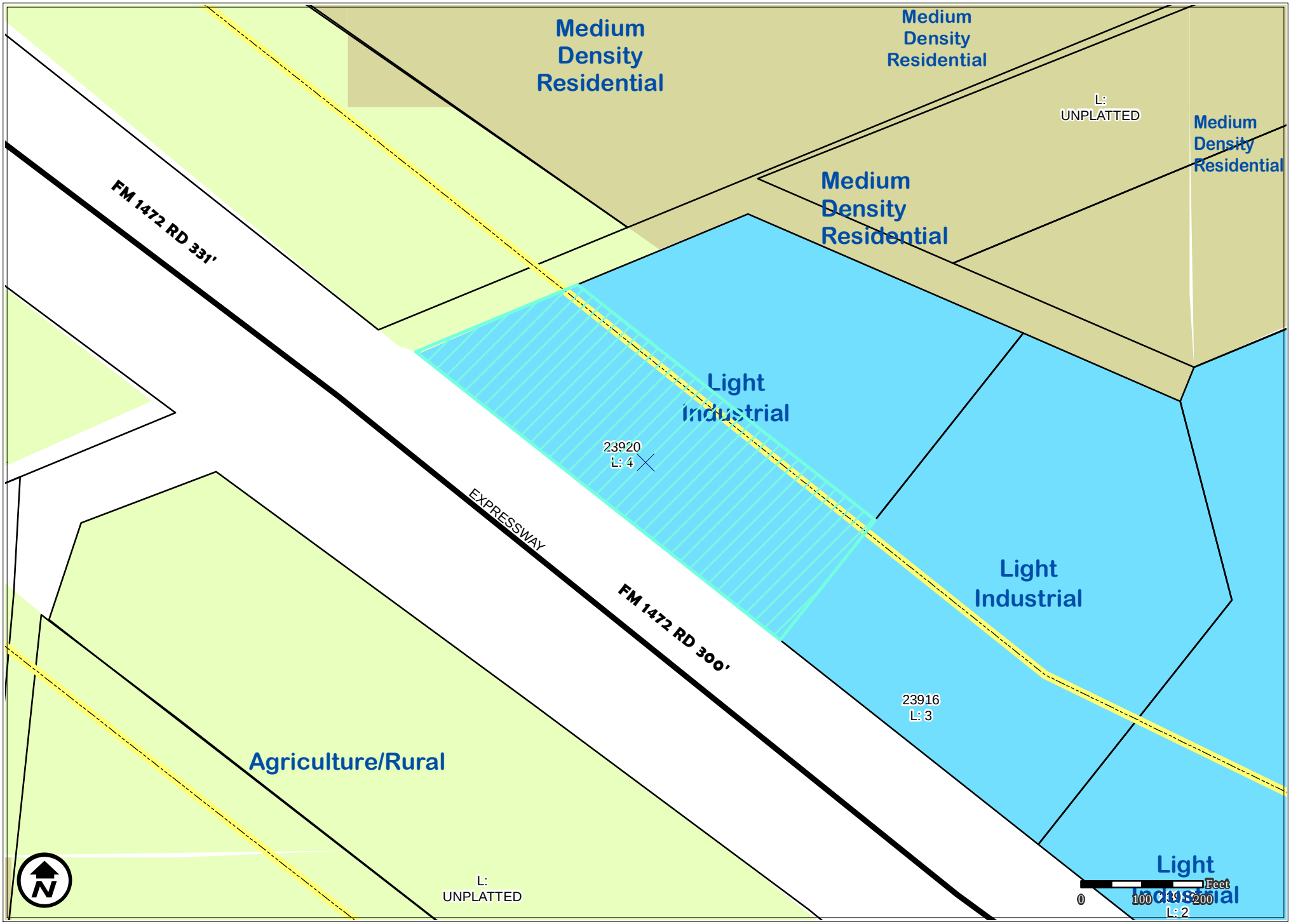
PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

AERIAL MAP
1 inch = 200 feet
Date: 12/31/2014

PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

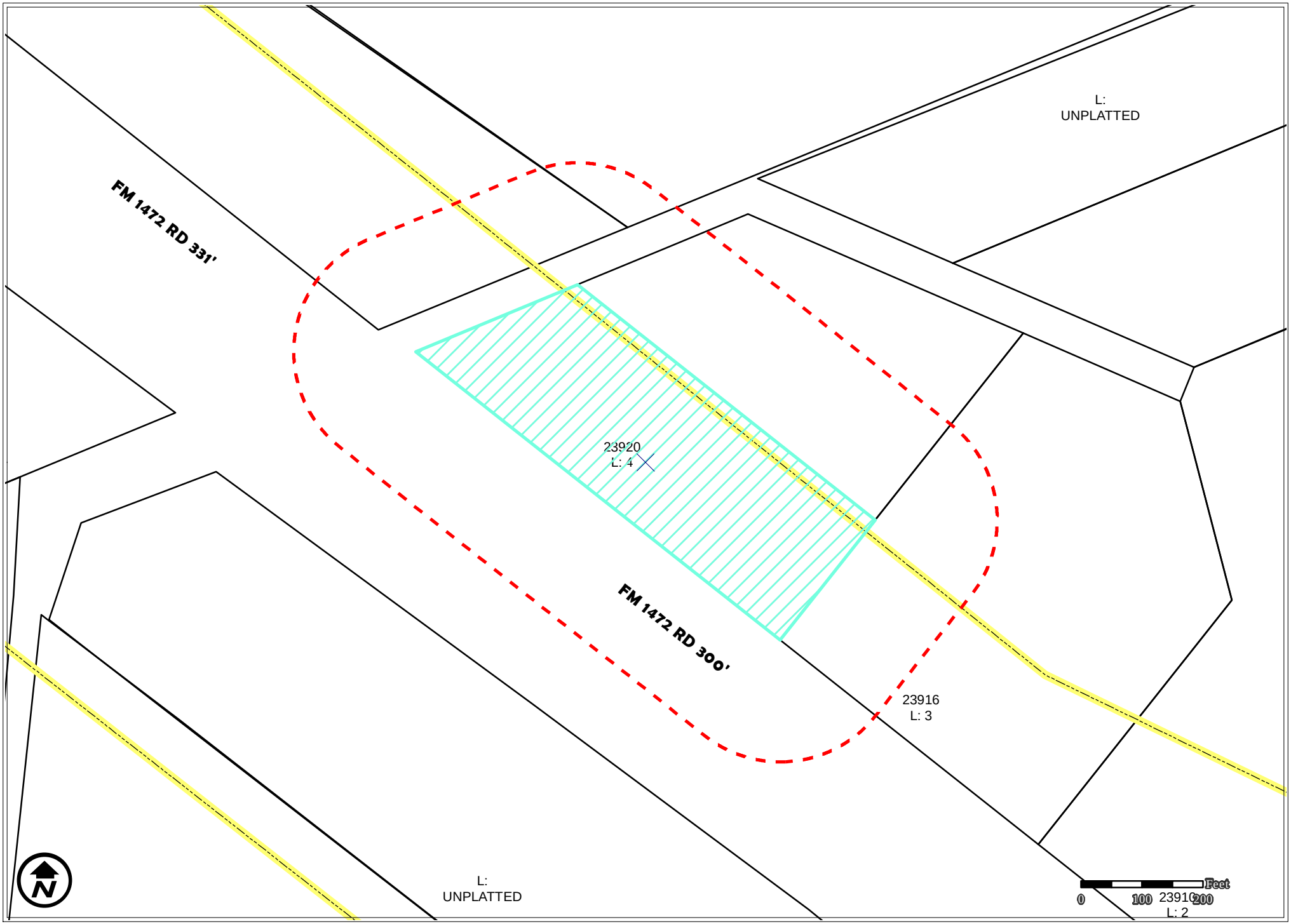
REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)



FUTURE LANDUSE MAP
1 inch = 200 feet
Date: 12/31/2014

PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

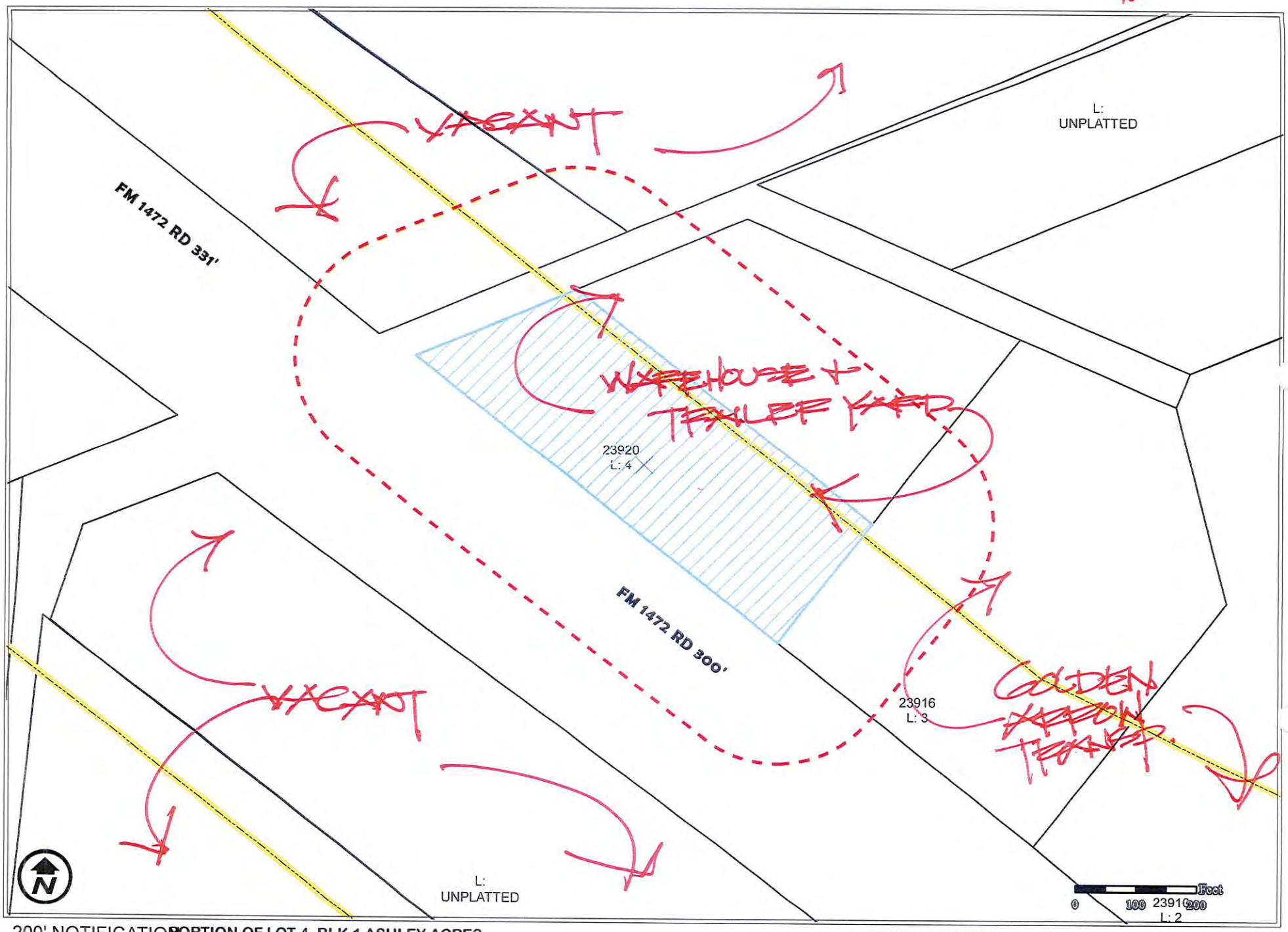
REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 12/31/2014

PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)



200' NOTIFICATION
1 inch = 200 feet
Date: 12/31/2014

PORTION OF LOT 4, BLK 1 ASHLEY ACRES
COUNCIL DISTRICT 7
ZC-20-2015

REZONE FROM
AG (AGRICULTURAL DISTRICT)
TO M1 (LIGHT INDUSTRIAL DISTRICT)

ZC-20-2015
Portion of Lot 4, Block 1, Ashley Acres (23920 FM 1472)
AG (Agriculture District) to M-1 (Light Manufacturing District)

ZC-20-2015
Portion of Lot 4, Block 1, Ashley Acres (23920 FM 1472)
AG (Agriculture District) to M-1 (Light Manufacturing District)

ZC-20-2015
Portion of Lot 4, Block 1, Ashley Acres (23920 FM 1472)
AG (Agriculture District) to M-1 (Light Manufacturing District)

ZC-20-2015
Portion of Lot 4, Block 1, Ashley Acres (23920 FM 1472)
AG (Agriculture District) to M-1 (Light Manufacturing District)

ZC-20-2015
Portion of Lot 4, Block 1, Ashley Acres (23920 FM 1472)
AG (Agriculture District) to M-1 (Light Manufacturing District)

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: F.B. Rodriguez III, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-029 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a bus terminal on Lot 2 and Lot 3 and the west 3/4 of Lot 4, Block 120, Western Division, located at 814 Houston Street; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roberto Balli at the regular meeting of February 17, 2015.

BACKGROUND

Council District: VIII – The Honorable Roberto Balli

Proposed use: bus terminal

Site: El Conejo Central Internacional de Autobuses

Surrounding land uses: To the north are Aguila Express, Law Offices, Money Exchange, Hkg Duty Free, Tornado Bus Lines, offices and EZ Pawn. To the east is a commercial parking lot and Interstate 35. To the south is Autobuses Americanos, offices, Chevron Gas Station, Money Exchange and Casa de Cambio. To the west is Rapid Print, City of Laredo offices, Red Taxi, China Border, vacant commercial buildings and IBC parking lot.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Houston Street as a Major Arterial.

Letters sent to surrounding property owners: 33 In Favor: 2 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits bus terminals in zones B-4, MXD, M-1 and M-2. This property is currently zoned CBD. The

applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (3): Conditional Use Permit Application Submittal Criteria states that “Applications for properties currently zoned, B-1, B-1R, CBD, B-3 or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1, of higher intensity.”

Staff supports the issuance of the proposed CUP at this location for the following reasons:

1. The property is of sufficient size to support the intensity of the proposed use.
2. The proposed use is compatible with similar uses in the area.
3. The property meets the minimum requirements for parking.

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?
No, the adjacent uses are similar in nature.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
No, there are compatible districts in the surrounding area.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
No, the area already some uses of similar intensity in the area.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, a CBD district allows for sufficient commercial uses.

Staff suggests the following conditions:

1. The C.U.P. shall be issued to F.B. Rodriguez, III, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit “A”, which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a CBD District.
5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. No outdoor music or activities are permitted.
8. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
9. No more than five (5) buses are permitted on site at one time.
10. All loading and unloading of passengers must take place inside the property.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

Staff **supports** the proposed conditional use permit.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance

Zoning Map

Aerial Map

Future Land Use Map

Exhibits, Pictures & Survey

ORDINANCE NO. 2015-O-029

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR A BUS TERMINAL ON LOT 2 AND LOT 3 AND THE WEST 3/4 OF LOT 4, BLOCK 120, WESTERN DIVISION, LOCATED AT 814 HOUSTON STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a bus terminal on Lot 2 and Lot 3 and the west 3/4 of Lot 4, Block 120, Western Division, located at 814 Houston Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 5, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for a bus terminal on Lot 2 and Lot 3 and the west 3/4 of Lot 4, Block 120, Western Division, located at 814 Houston Street.

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

1. The C.U.P. shall be issued to F.B. Rodriguez, III, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit “A”, which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a CBD District.

5. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. No outdoor music or activities are permitted.
8. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.
9. No more than five (5) buses are permitted on site at one time.
10. All loading and unloading of passengers must take place inside the property.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

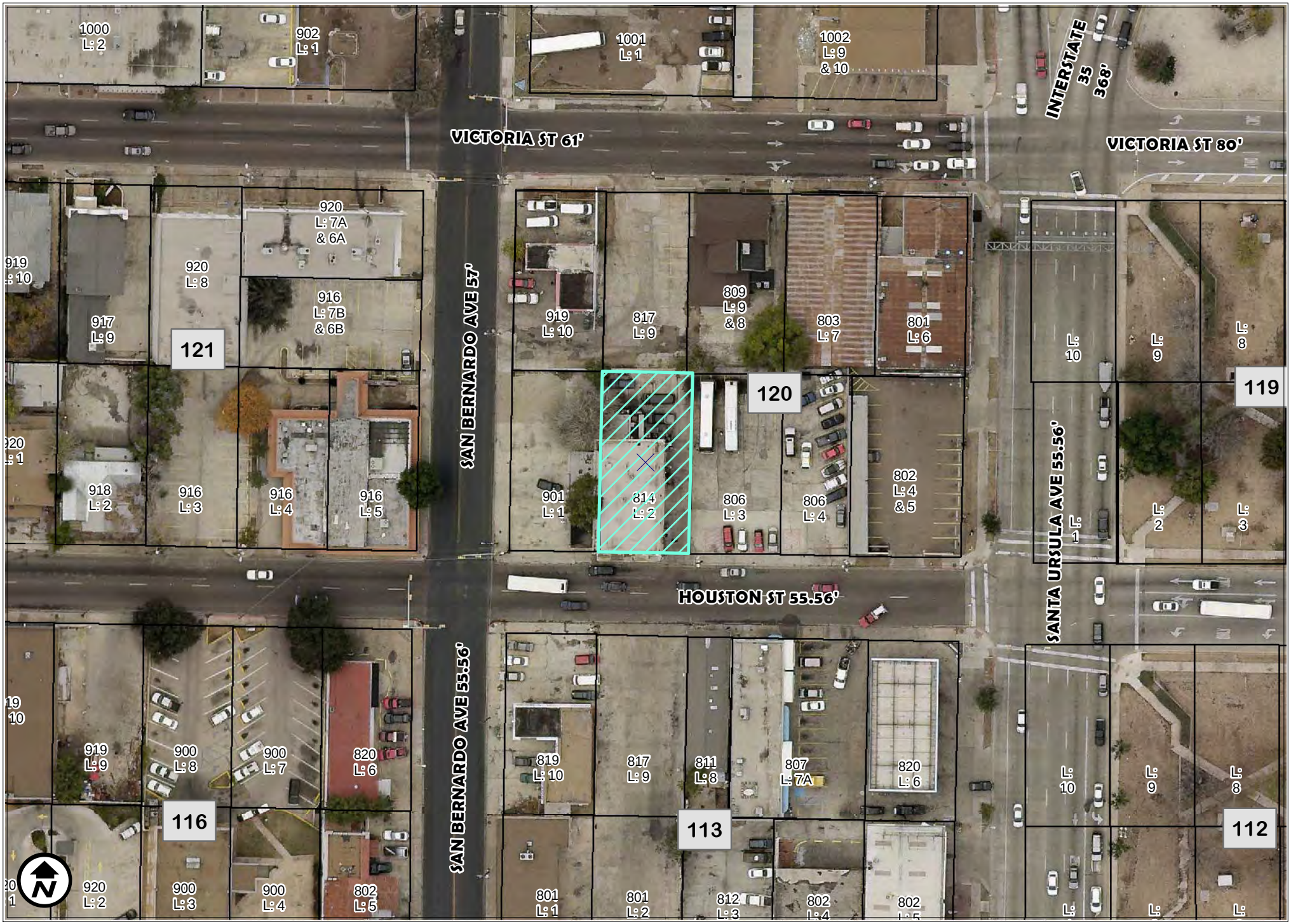
_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 75 feet
Date: 12/31/2014

814 HOUSTON ST
COUNCIL DISTRICT 8
ZC-22-2014

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO BUS TERMINAL

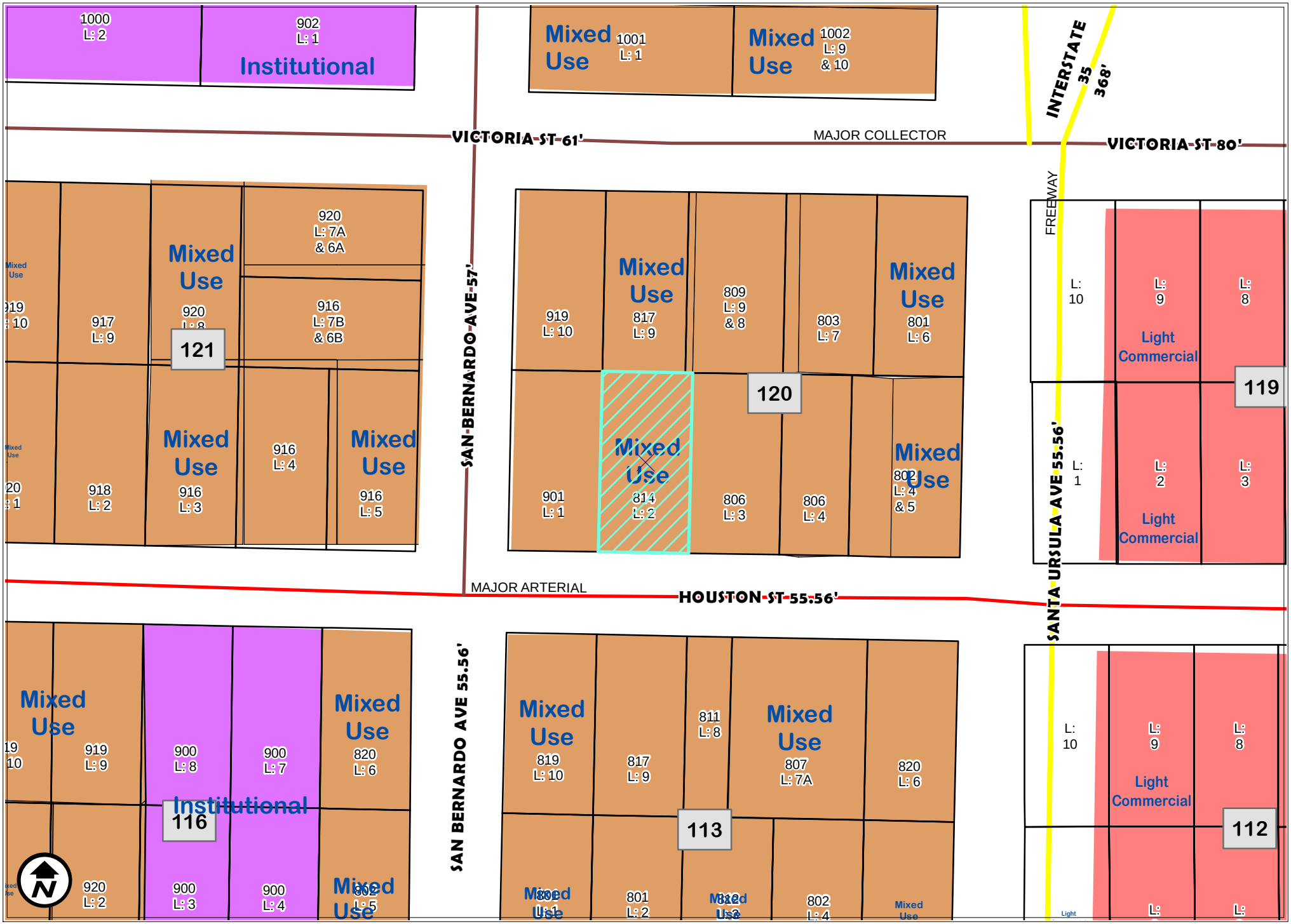
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 75 feet
Date: 12/31/2014

814 HOUSTON ST
COUNCIL DISTRICT 8
ZC-22-2014

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO BUS TERMINAL



FUTURE LANDUSE MAP
1 inch = 75 feet
Date: 12/31/2014

814 HOUSTON ST
COUNCIL DISTRICT 8
ZC-22-2014

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO BUS TERMINAL

F. B. Rodriguez III
1620 Musser St.
(956) 725-3104 – Fax (956) 753-7536
Laredo, Texas 78043

City of Laredo
Planning & Zoning Department
1120 San Bernardo Ave.
Laredo, Texas 78042

RE: Conditional Use Permit
El Conejo Bus Lines
814 Houston
Laredo, Texas 78040

To Whom It May Concern:

The conditional use permit is being requested for the above address to be used as a bus terminal. The building has been used as a bus terminal since 1992.

The business currently employs 5 employees. The building is open 24 hours 7 days a week. The bus run is once daily departing 814 Houston at approximately 12:00pm and returns to 814 Houston on same day at approximately 9:00pm.

Please feel free to call me if you should have any questions.

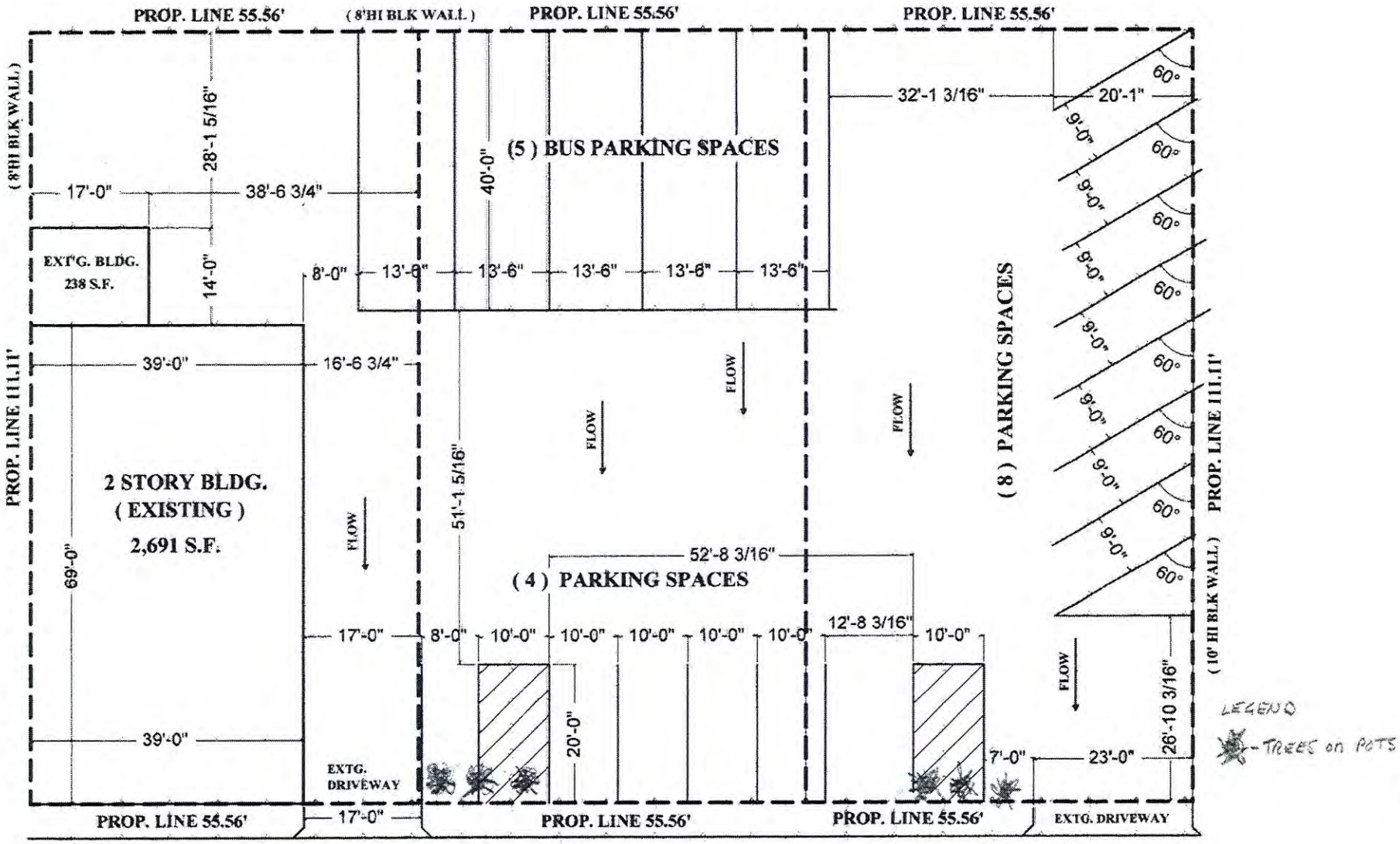
Thank you,

F.B. Rodriguez III
Owner

FBR/dl

Exhibit A

Exhibit B



HOUSTON ST. LOTS 814, 806 & 806 BLK 120 WESTERN DIV.

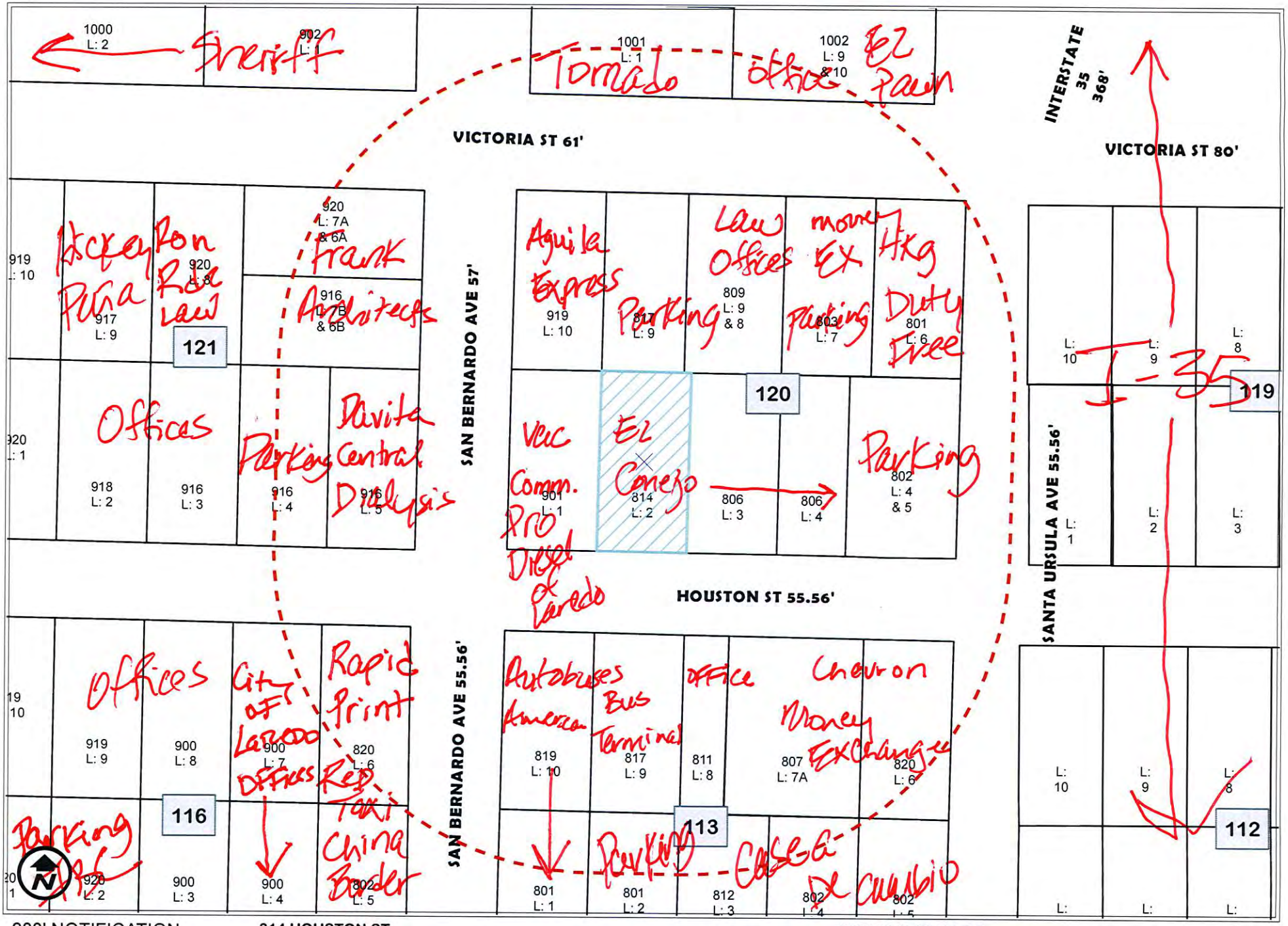
CONDITIONAL USE PERMIT SITE PLAN

SC. : 1" 20'0"

ZC--22-2015
814 Houston St.
Request for C.U.P. (Conditional Use Permit)

ZC--22-2015
814 Houston St.
Request for C.U.P. (Conditional Use Permit)

ZC--22-2015
814 Houston St.
Request for C.U.P. (Conditional Use Permit)



200' NOTIFICATION
1 inch = 75 feet
Date: 12/31/2014

814 HOUSTON ST
COUNCIL DISTRICT 8
ZC-22-2014

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO BUS TERMINAL

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Gerardo Gonzalez, owner

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-030 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for used furniture sales on Lots 7 and 8, Block 873, Eastern Division, located at 1602 East Frost Street; providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Juan Narvaez at the regular meeting of February 17, 2015.

BACKGROUND

Council District: IV – The Honorable Juan Narvaez

Proposed use: sale of used furniture

Site: Vacant commercial building, Gil's Nursery and mobile home residential

Surrounding land uses: To the east are mobile home structures, single-family residences, Maldonado Plumbing and multifamily residential uses. To the south are Shine Beauty Salon, multi-family residential uses and single-family residences. To the north are a daycare, vacant lots, a church, single-family residences, and multi-family residential uses. To the west are Laredo Beauty College, single-family residences, multi-family residential uses, Bella Kara and a hair salon.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector and does not identify Frost Street.

Letters sent to surrounding property owners: 24 In Favor: 0 Opposed: 0

STAFF COMMENTS

The Laredo Land Development Code (Section 24.63: Permitted Uses) permits used furniture sales in zones B-3, B-4, MXD, M-1 and M-2. This property is currently zoned

B-1. The applicant is applying for a Conditional Use Permit. Section 24.94.5(A) (3): Conditional Use Permit Application Submittal Criteria states that “Applications for properties currently zoned, B-1, B-1R, CBD, B-3 or B-4 may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1, of higher intensity.”

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

1. The property is not of sufficient size to support the intensity of the proposed use.
2. The proposed use will increase traffic into the neighborhood.
3. The property does not meet the minimum requirements for parking.

IMPACT ANALYSIS:

Is this CUP contrary to the established land use pattern?
Yes, the adjacent uses are primarily residential and light commercial in nature.

Would this CUP create an isolated zoning district use unrelated to surrounding districts?
Yes, the adjacent districts are R-3 and B-1.

Will issuance of a CUP adversely influence living conditions in the neighborhood?
Yes, the proposed district may introduce more intense uses into the established residential
neighborhood.

Are there substantial reasons why the property cannot be used in accord with existing zoning?
No, a B-1 district allows for sufficient commercial uses.

Staff suggests the following conditions:

1. The C.U.P. shall be issued to Gerardo Gonzalez, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit “A”, which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. A seven (7) foot opaque fence shall be provided along the western property line abutting residential zones.
6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. No outdoor storage or display is permitted.

10. No outdoor music or activities are permitted.
11. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the conditional use permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed conditional use permit.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Map
Exhibits, Pictures and Survey

ORDINANCE NO. 2015-O-030

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR USED FURNITURE SALES ON LOTS 7 AND 8, BLOCK 873, EASTERN DIVISION, LOCATED AT 1602 EAST FROST STREET; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for used furniture sales on Lots 7 and 8, Block 873, Eastern Division, located at 1602 East Frost Street; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for used furniture sales on Lots 7 and 8, Block 873, Eastern Division, located at 1602 East Frost Street.

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

1. The C.U.P. shall be issued to Gerardo Gonzalez, and is nontransferable.
2. The C.U.P. is restricted to the activities describe in letter, Exhibit “A”, which is made part hereof for all purposes.
3. The C.U.P. is restricted to the site plan, Exhibit “B”, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.

5. A seven (7) foot opaque fence shall be provided along the western property line abutting residential zones.
6. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. No outdoor storage or display is permitted.
10. No outdoor music or activities are permitted.
11. Owner shall comply with Building, Health, Life and Safety, and all applicable codes and regulations as required.

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

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

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

1. Criteria

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

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

2. Procedures

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

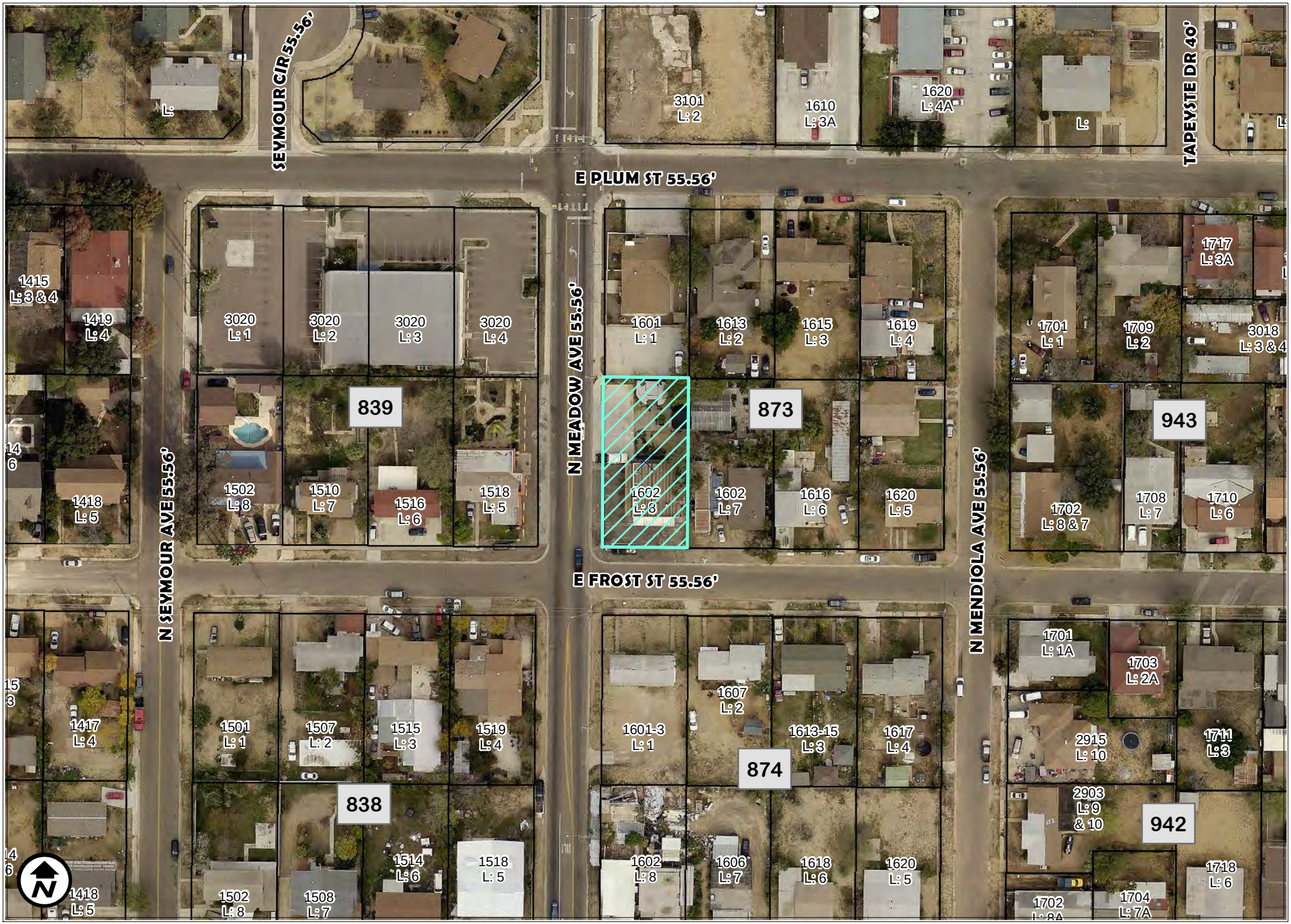
_____
KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY

ZONING MAP
1 inch = 100 feet
Date: 12/31/2014

1602 E FROST
COUNCIL DISTRICT 4
ZC-3B-2015

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO USED FURNITURE SALES

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



AERIAL MAP
1 inch = 100 feet
Date: 12/31/2014

1602 E FROST
COUNCIL DISTRICT 4
ZC-3B-2015

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO USED FURNITURE SALES

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/31/2014

1602 E FROST
COUNCIL DISTRICT 4
ZC-3B-2015

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
TO USED FURNITURE SALES

Notes

11-25-14

Hello,

MY NAME is MR. OSCAR Hernandez I AM the APPLICANT FOR Conditional USE Permit APPLICATION. MY PLAN is to use the Property AS A NEW & USED Furniture Store. Items will be DISPLAYED & sold At Premisses Targetting low Income Families. We feel very strongly that the AREA will benefit From this type OF business. We will OPEN From 10:00AM TO 7:00PM Monday-SATURDAY will HAVE one employee.

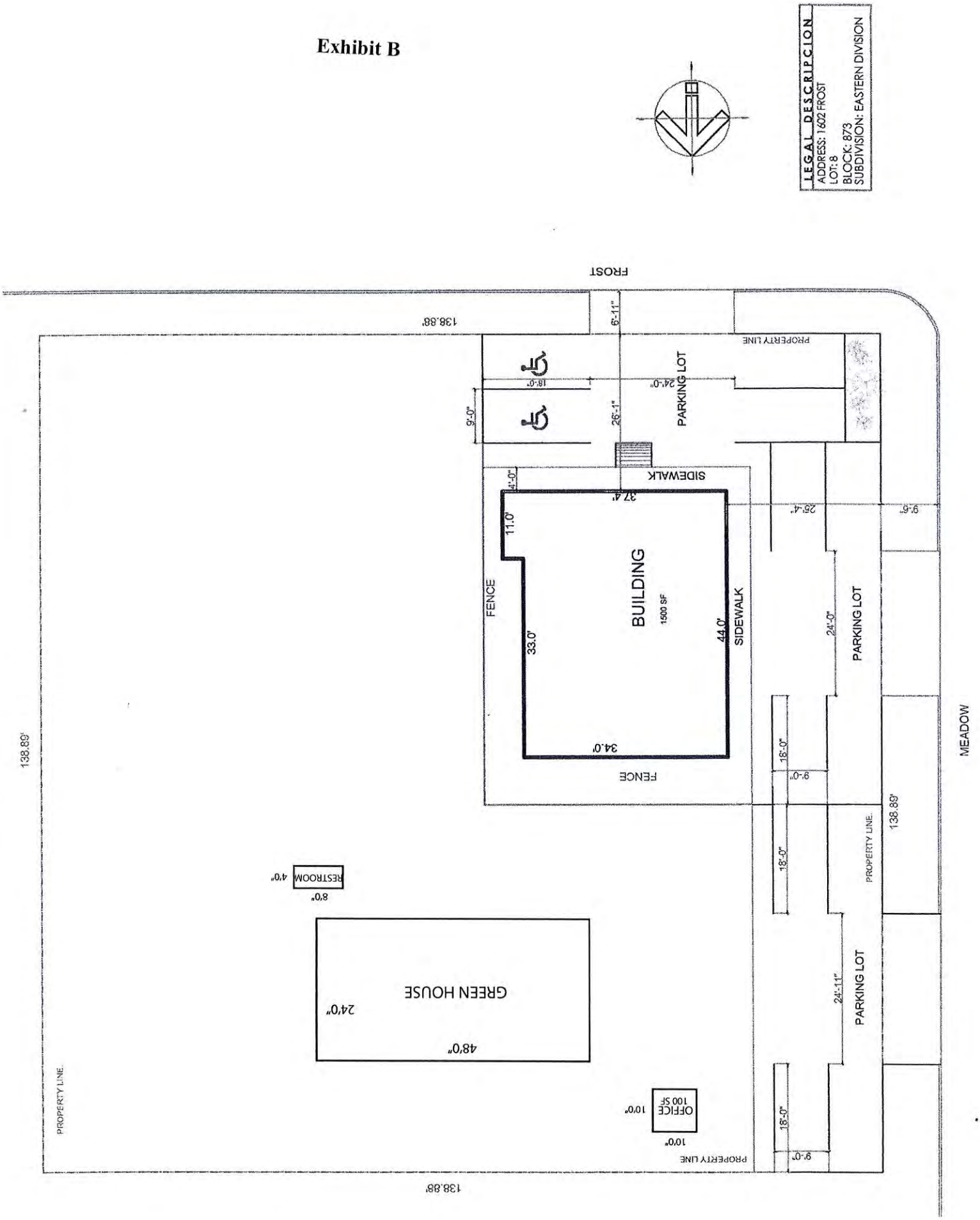
Sincerely,

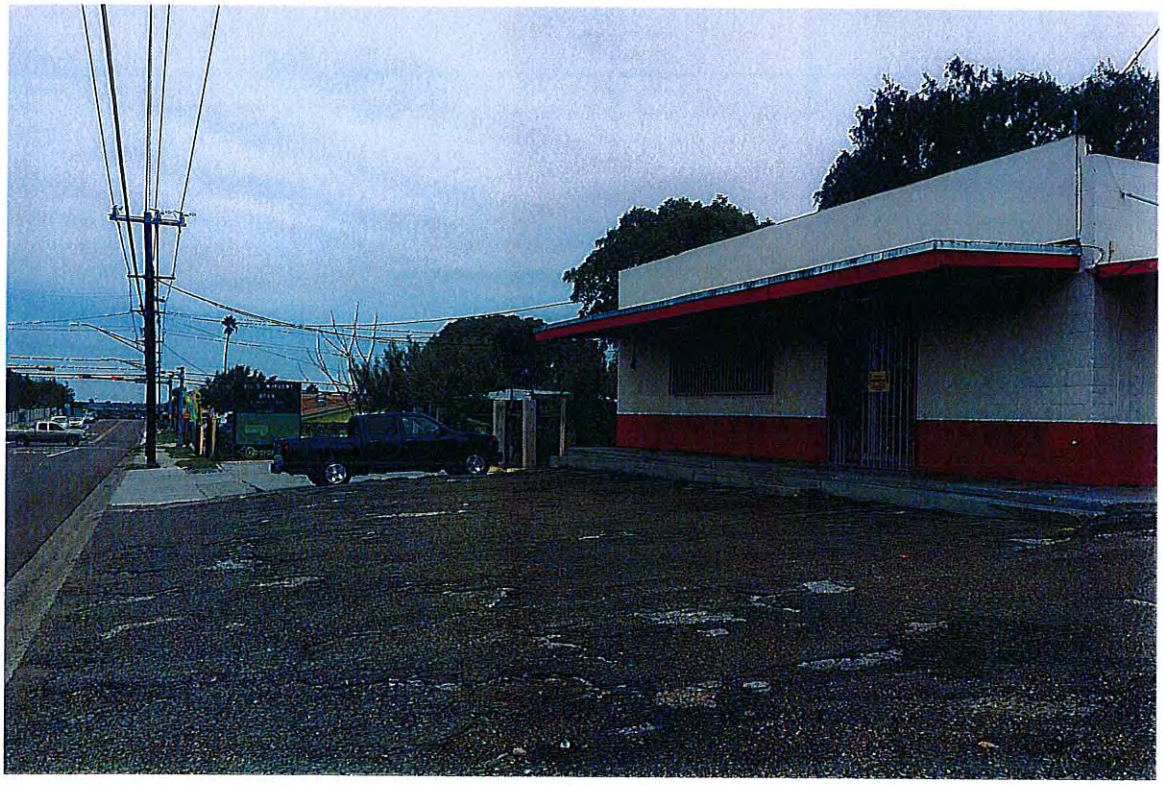
Oscar Hernandez

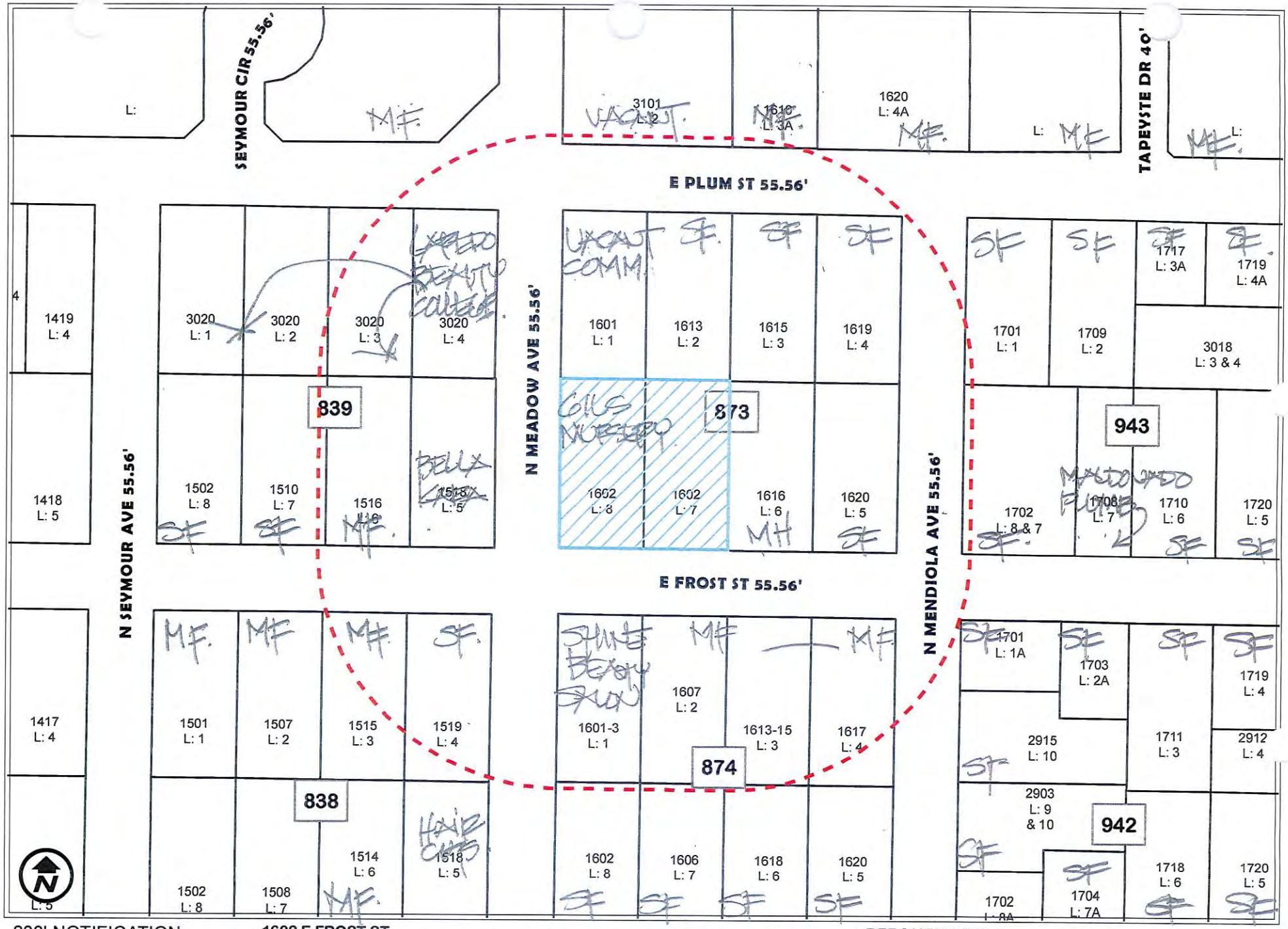
OSCAR Hernandez

Exhibit A

Exhibit B


LEGAL DESCRIPCION
ADDRESS: 1602 FROST
LOT: 8
BLOCK: 873
SUBDIVISION: EASTERN DIVISION
FROST
138.88'
6'-11"
PROPERTY LINE
PARKING LOT
18'-0"
24'-0"
9'-0"
26'-1"
SIDEWALK
4'-0"
37.4'
11.0'
BUILDING
1500 SF
FENCE
33.0'
44.0'
SIDEWALK
34.0'
FENCE
26'-4"
9'-6"
PARKING LOT
24'-0"
18'-0"
9'-0"
138.89'
PROPERTY LINE.
18'-0"
PARKING LOT
24'-11"
MEADOW
138.89'
RESTROOM
4'0"
8'0"
GREEN HOUSE
24'0"
48'0"
OFFICE
100 SF
10'0"
10'0"
PROPERTY LINE
18'-0"
9'-0"
PROPERTY LINE.
138.88'





200' NOTIFICATION
1 inch = 100 feet
Date: 10/29/2014

1602 E FROST ST
COUNCIL DISTRICT 4
ZC-03-2015

REZONE FROM
B1 (LIMITED COMMERCIAL DISTRICT)
TO B3 (COMMUNITYL BUSINESS DISTRICT)

Final Reading of Ordinances

City Council-Regular

Meeting Date: 03/16/2015

Initiated By: Horacio De Leon, Assistant City Manager

Initiated By: LLA, LLC - Series B, property owner/applicant; Ron Whitehawk, representative

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-O-031 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 119, Block 8, Del Mar Hills, Section 1, Area "A", located at 4 Fenwick Drive, from R-1 (Single Family Residential District) to R-O (Residential / Office District); providing for publication and effective date.

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Charlie San Miguel at the regular Council meeting of February 17, 2015.

BACKGROUND

Council District: VI – The Honorable Charlie San Miguel

Proposed use: Office

Site: The site is currently occupied by a single-family residence.

Surrounding land uses: North, west, and south of the site are single-family residences. Across Fenwick Drive to the east are single-family residences. Beyond those are the office of the Webb County Constable Precinct 4, Fire Station #8, the administration building for the City's Fire Department, and a water tower. Continuing eastward along Del Mar to the intersection at Lindenwood Drive is a day care, a CPA and attorney office, UISD Administration Offices and United Middle School. Southeast of the site is St. Patrick Catholic Church.

Comprehensive Plan: The Future Land Use Plan identifies this as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies East Del Mar as a Modified Major Arterial; Fenwick and Candlewood Drives are not identified on the Plan.

Letters sent to surrounding property owners: 25 In Favor: 4 Opposed: 1
In favor by petition: 1

STAFF COMMENTS
Staff does not support the request for the following reasons:

1. The proposed change is not appropriate at this location because it is not compatible with the Comprehensive Plan's designation as Low Density Residential.

2. The proposed district is not compatible with the existing zoning along Fenwick Drive and the Del Mar Hills neighborhood.

3. The change may introduce more intense uses than those present in the surrounding, well established single-family residential neighborhood. Uses allowable in the R-O district could potentially have a negative impact on the quality and character of the neighborhood. Such uses include multi-family residences, medical and dental clinics, bed & breakfasts, dance and music schools, pharmacies, bookstores, and restaurants.

4. The potential for increased traffic and need for parking could negatively impact the area. When a residential structure is used for commercial purposes, compliance with commercial parking regulations is required, possibly necessitating alteration of the structure and site.

IMPACT ANALYSIS
R-O (Residential / Office District): The purpose of the R-O (Residential Office District) is to allow a mix of residential and limited businesses and which would restrict the residential to not more than three dwellings on one site, and the businesses to office uses, and very limited commercial.

Is this change contrary to the established land use pattern?
Yes. The established land use pattern is predominantly single-family residential.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. However, with the exception of the recently rezoned tract abutting on the south (Ord. 2014-O-059 rezoning 424 Del Mar to R-O), this section of Del Mar Hills is zoned single-family residential, both RS (Residential Suburban District) and R-1 (Single Family Residential District). The next closest R-O is on the east side of the Fire Department Administration Building and west of United Middle School, both of which function as a buffer between the Del Mar neighborhood and the commercial node at McPherson and Del Mar. Another isolated R-O site is well to the west, at the corner of Del Mar and McPherson Dr., across from Trautman Park.

Will change adversely influence living conditions in the neighborhood?
Yes. The change may introduce more intense uses than those present in the surrounding, well established single-family residential neighborhood. Uses allowable in the R-O district could potentially have a negative impact on the quality and character of the neighborhood. Such uses include multi-family residences, medical and dental clinics,

restaurants, bed & breakfasts, dance and music schools, pharmacies, and bookstores. The potential for increased traffic and need for parking could negatively impact the area. When a residential structure is used for commercial purposes, compliance with commercial parking regulations is required, possibly necessitating alteration of the structure and site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The R-1 zoning does not allow for commercial uses, including offices.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

Attachments

2015-O-031
zc-18-2015 maps
zc-18-2015 photos

ORDINANCE NO. 2015-O-031

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 119, BLOCK 8, DEL MAR HILLS, SECTION 1, AREA "A", LOCATED AT 4 FENWICK DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 119, Block 8, Del Mar Hills, Section 1, Area "A", located at 4 Fenwick Drive, from R-1 (Single Family Residential District) to R-O (Residential / Office District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on January 15, 2015; and,

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

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

WHEREAS, the City Council has held a public hearing on February 17, 2015, on the request and finds the proposed zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 119, Block 8, Del Mar Hills, Section 1, Area "A", located at 4

Fenwick Drive, from R-1 (Single Family Residential District) to R-O (Residential / Office District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

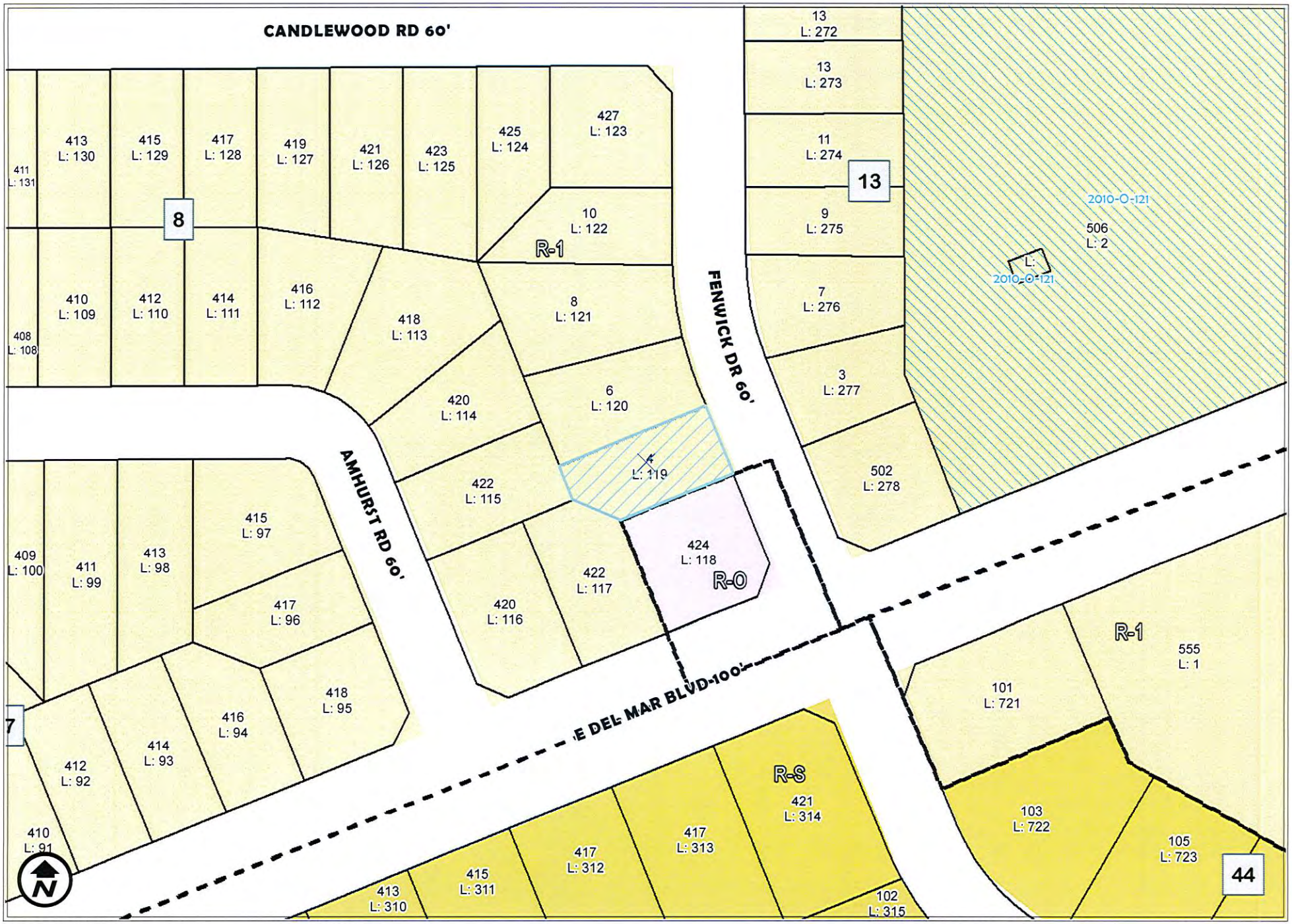
ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

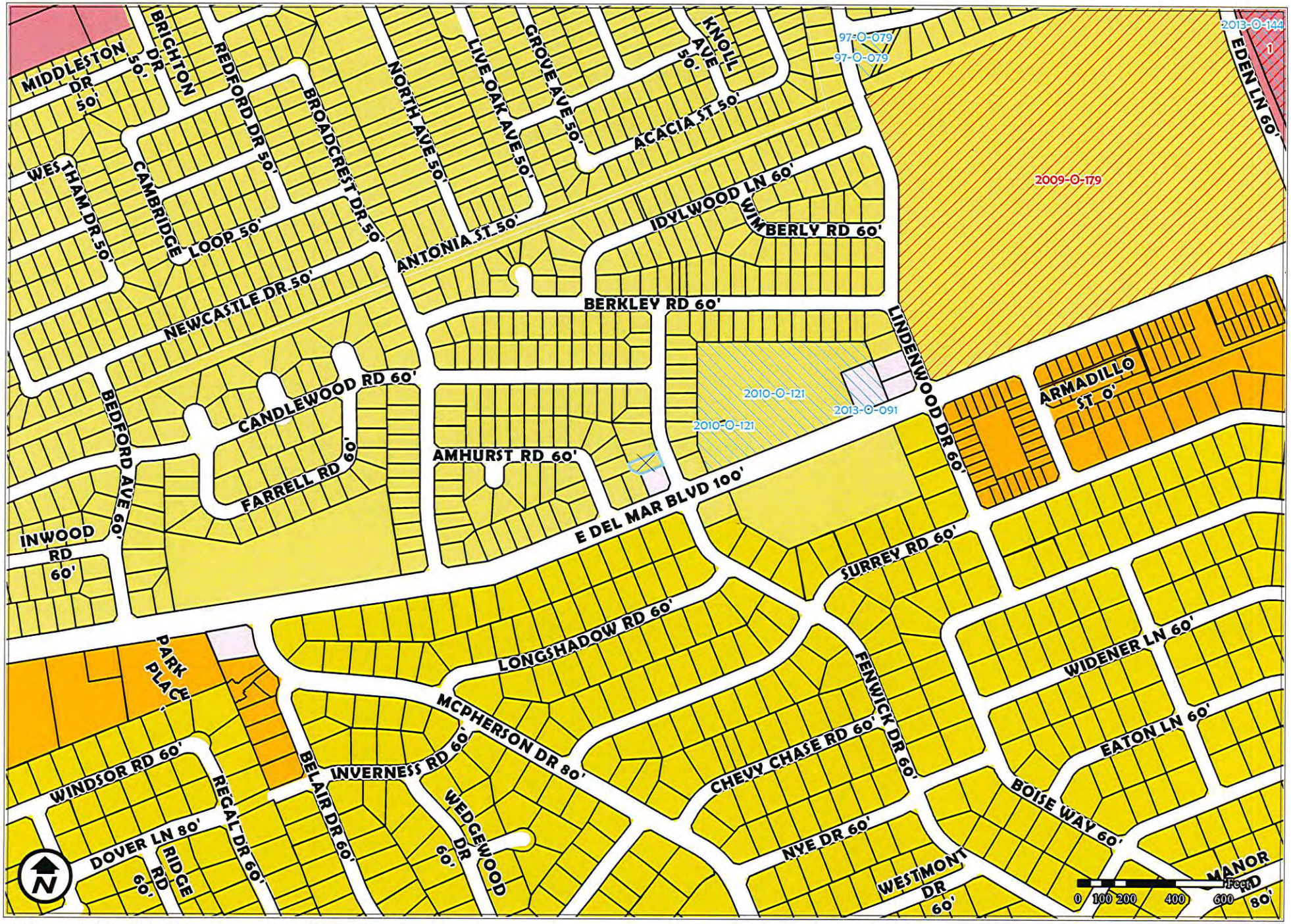
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)

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

AERIAL MAP
1 inch = 100 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

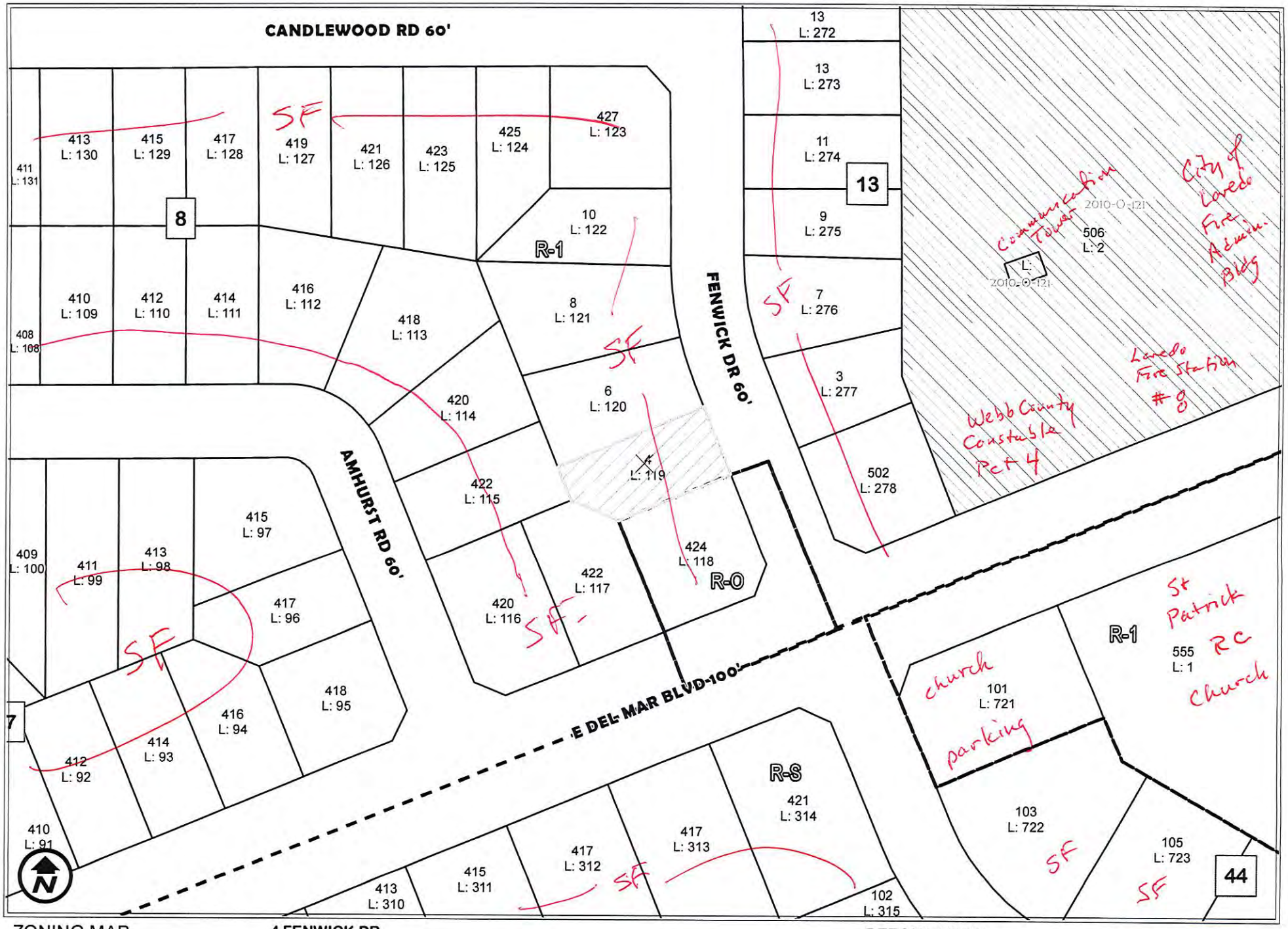
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)



ZONING MAP
1 inch = 100 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

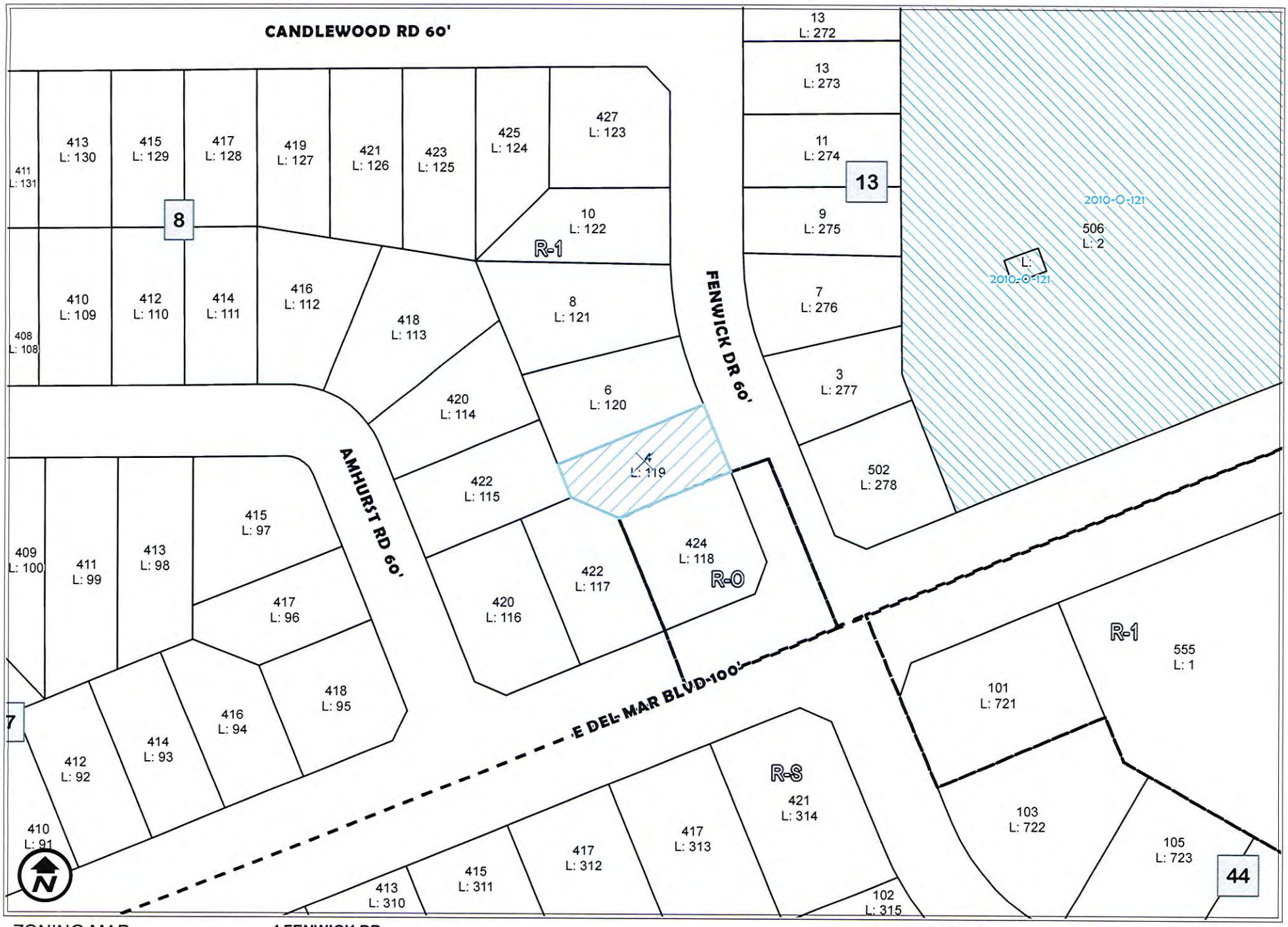
REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)

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

FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)



ZONING MAP
1 inch = 100 feet
Date: 12/31/2014

4 FENWICK DR
COUNCIL DISTRICT 6
ZC-18-2015

REZONE FROM
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
TO RO (RESIDENTIAL / OFFICE DISTRICT)

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

ZC-18-2015

4 FENWICK DR

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT)

COUNCIL DISTRICT 6

ZC-18-2015

4 FENWICK DR

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT)

COUNCIL DISTRICT 6

ZC-18-2015

4 FENWICK DR

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT)

COUNCIL DISTRICT 6

ZC-18-2015

4 FENWICK DR

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT)

COUNCIL DISTRICT 6

ZC-18-2015

4 FENWICK DR

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-O (RESIDENTIAL / OFFICE DISTRICT)

COUNCIL DISTRICT 6

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Horacio de Leon

Staff Source: Herberto L. Ramirez, IST Director

SUBJECT

2015-O-032 Authorizing the City Manager to execute a First Amendment to Ground Lease ("Lease") by an between the City of Laredo, a municipal corporation ("Landlord"), and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") dated October 21, 2002 and attached hereto; to allow Landlord to increase Tenant's ground space as described in Exhibit "B" of Lease for additional ground space for a generator as described in Exhibit "B-1," therefore replacing Exhibit "B" with Exhibit "B-1;" and to increase Tenant's rent by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; all other terms and conditions remain in full force and effect.

PREVIOUS COUNCIL ACTION

Introductory reading approved 2/17/15.

BACKGROUND

Landlord and Tenant entered into a Ground Lease dated October 21, 2002, whereby Landlord leased to Tenant a portion of land located at the corner of San Luis Street and Milmo Avenue, Laredo, Webb County, Texas, for the construction of a one hundred (100) foot high monopole tower. Tenant desires to amend the Lease to provide additional ground space for a generator.

Landlord and Tenant agree and acknowledge that Exhibit "B" to the Lease shall be amended to include the location of the Tenant's generator ground space as described in survey contained in Exhibit "B-1" attached hereto and made a part hereof.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the Lease is October 21, 2027. Current rent is $13,983.00 due 10/21/15.

All other terms and conditions of the Lease remain in full force and effect.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

$4,449.76 prorated rent 04/01/15 thru 10/20/15; $21,983.00 due 10/21/15 plus a 4% annual increase for the remaining term of the lease.

Fiscal Year:	2015
Bugeted Y/N?:	N
Source of Funds:	RENTAL INCOME
Account #:	10100003612006
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

Verizon 1st Amendment
Verizon 1st Amendment MOL
Verizon Lease
CC Verizon Final Reading
Verizon Ordinance 2015-O-032

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Site Ground Lease Agreement (the "Amendment") is entered into the _____ day of _____, 20____, by and between the City of Laredo, a municipal corporation ("Landlord") with a mailing address of 1110 Houston Street Laredo, Texas 78040, and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated October 21, 2002 (the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to provide Tenant additional ground space for a generator.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereto agree as follows:

1. Landlord and Tenant agree and acknowledge that Exhibit "B" to the Lease shall be amended, modified and/or supplemented to the extent necessary to include the location of Tenant's generator ground space described in the survey contained in Exhibit "B-1" attached hereto and made a part hereof.

   The additional space described in Exhibit B-1 is and shall be included as part of the Land and Premises as defined in Section 1 of the Lease. This Amendment confers no regulatory approval for the deployment of a generator, nor warrants that such equipment may be used unless in compliance with all applicable law.

2. Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $8,000.00 per year ("Increased Rent") commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; provided, however, that any Increased Rent payment for any fractional year at the beginning or end of the current rent period shall be prorated on the basis of a three hundred sixty-five (365) day year. Landlord and Tenant further agree and acknowledge that the payment of the Increased Rent may not actually be sent by Tenant until thirty (30) days after the full execution of this Amendment.

   Except as expressly set forth above, the Increased Rent shall be paid at the same time and subject to the same procedures, including annual increases as provided for in Paragraph 3.d. of the Lease, as the Base Rent.

3. Commencing upon April 1, 2015, the dollar amounts contained in Paragraph 6.c.(i), (ii) and (iii) of the Lease shall be adjusted in the same manner as, and simultaneously with, the adjustments to Tenant's Base Rent payments under Paragraph 3.d. of the Lease.

4. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Lease. In the event of any inconsistency between the language of the Lease and this Amendment, then the language of this Amendment shall prevail.

5. Except as specifically amended hereinabove, the terms and provisions of the Lease shall remain in full force and effect and both Landlord and Tenant hereby affirm and consent to the Lease, as herein amended, and agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year written above.

LANDLORD:

CITY OF LAREDO

By:_____
Carlos R. Villarreal
Its: City Manager

Date:_____

By:_____
Gustavo Guevara, Jr.
Its: City Secretary

Date:_____

TENANT:

San Antonio MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
its General Partner

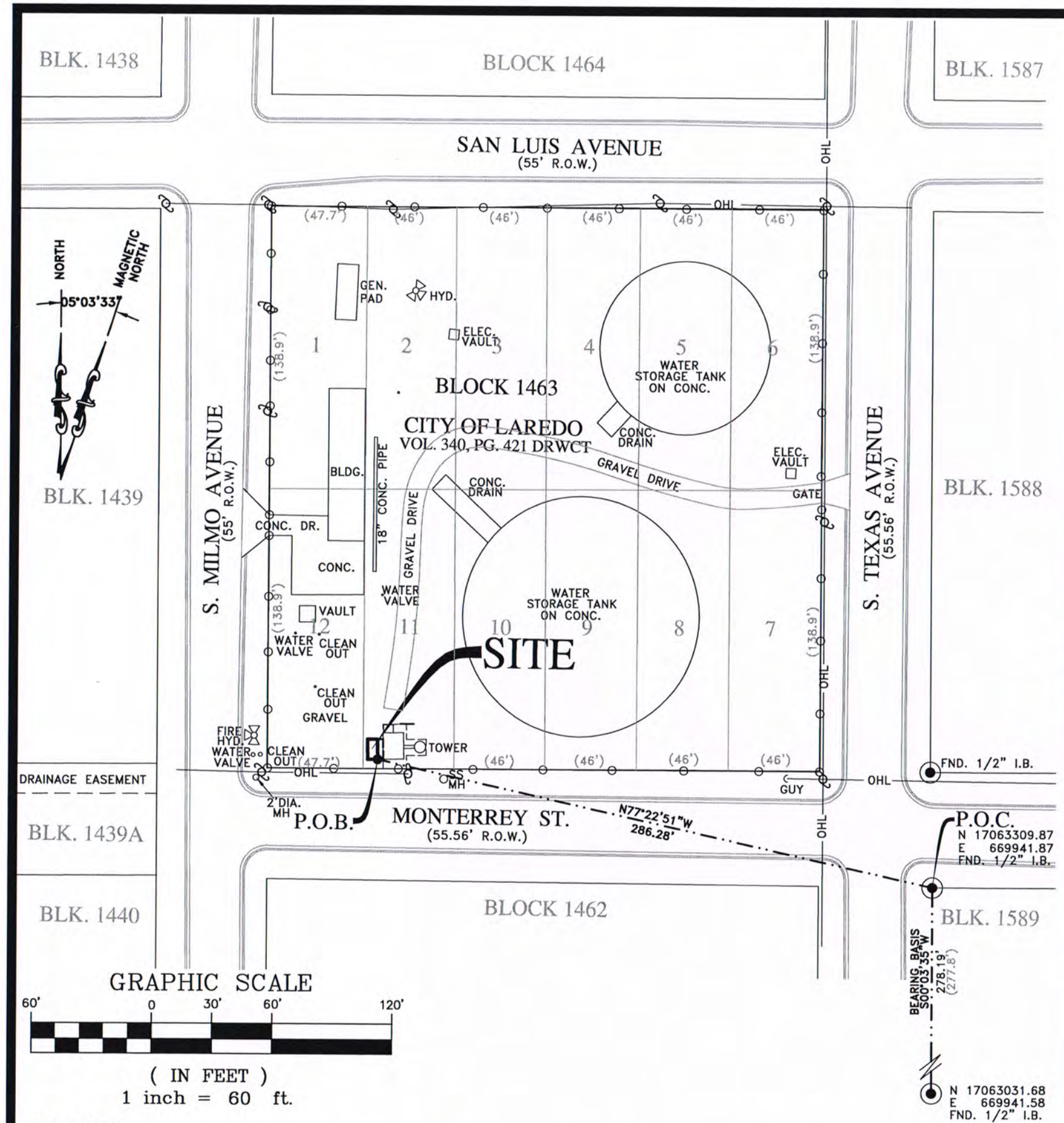
By: _____
Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT B-1

(see attached survey)

EXHIBIT B-1

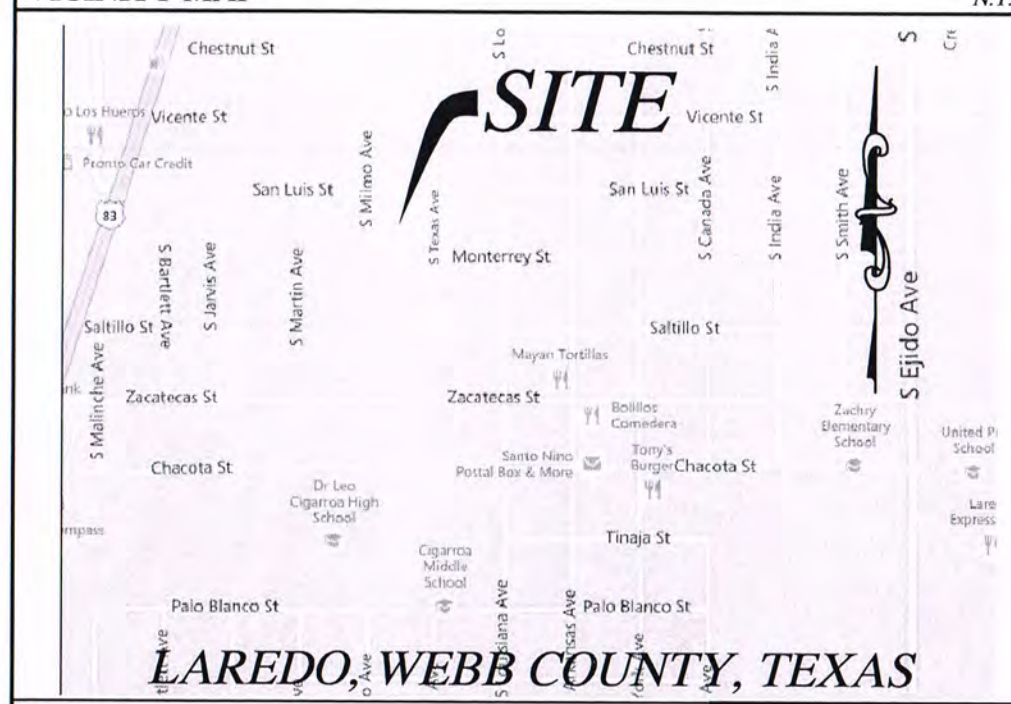


SURVEY OF:
A 50 SQUARE FOOT GENERATOR LEASE AREA OUT OF BLOCK 1463, EASTERN DIVISION CITY OF LAREDO, WEBB COUNTY, TEXAS, IN DEED TO THE CITY OF LAREDO RECORDED IN VOLUME 340, PAGE 421 DEED RECORDS WEBB COUNTY, TEXAS.

TENANT SHALL HAVE ACCESS RIGHTS TO AND FROM TENANT'S LEASE AREA AND ACCESS AND UTILITY EASEMENT ALONG THE ACCESS DRIVES AND UTILITY RIGHTS NECESSARY AND CONVENIENT TO SERVICE TENANT'S GENERATOR LEASE AREA.

VICINITY MAP

N.T.S.



LEGEND

LEGEND	
△ = SET 60D NAIL W/DISK SOLIS-KANAK	= UTILITY POLE
▲ = SET MAG NAIL W/DISK SOLIS-KANAK	– OHL – = OVERHEAD LINE
( ) = DENOTES BEARINGS & DISTANCES PER RECORD	– X – = WIRE FENCE
◉ = 1/2" IRON BAR FOUND	● = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP
	⊠ = HWY. CONC. MONUMENT

FLOOD ZONE

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48479C1380C, Effective date April 2, 2008. This property appears in Zone "X," areas determined to be outside the 0.2% annual chance floodplain shown on the map. No warranty is expressed or implied regarding the accuracy of the National Flood Insurance program Map.

PROJECT INFORMATION

SITE NAME: *LAREDO SOUTH*

OWNER/LESSOR NAME: *CITY OF LAREDO*

SITE ADDRESS: *2252 TEXAS AVENUE*
LAREDO, TEXAS 78046

LATITUDE: *27° 28' 36.80" N* LONGITUDE: *99° 28' 12.72" W*

GROUND ELEVATION: *449.2' AMSL*

LATITUDE NORTH :	27° 28' 36.80"	29° 28' 35.92"
LONGITUDE WEST :	99° 28' 12.72"	99° 28' 11.56"
SYSTEM :	GEODETIC	GEODETIC
DATUM TRANS. :	NAD 1983	NAD 1927
ELLIPSOID :	GRS 1980	CLARK 1866

NOTES:
1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTORS CERTIFICATE BY PINNACLE LAND SERVICES, INC. DATED SEPTEMBER 17TH, 2014.
4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SOUTH ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERIZON WIRELESS, ARCHCOMM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499

STATE OF TEXAS REGISTERED CLINTON L. KANAK 4499 PROFESSIONAL LAND SURVEYOR

LAREDO SOUTH

LAREDO,
WEBB COUNTY, TX

ArchComm Design, Inc. Architects
18440 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

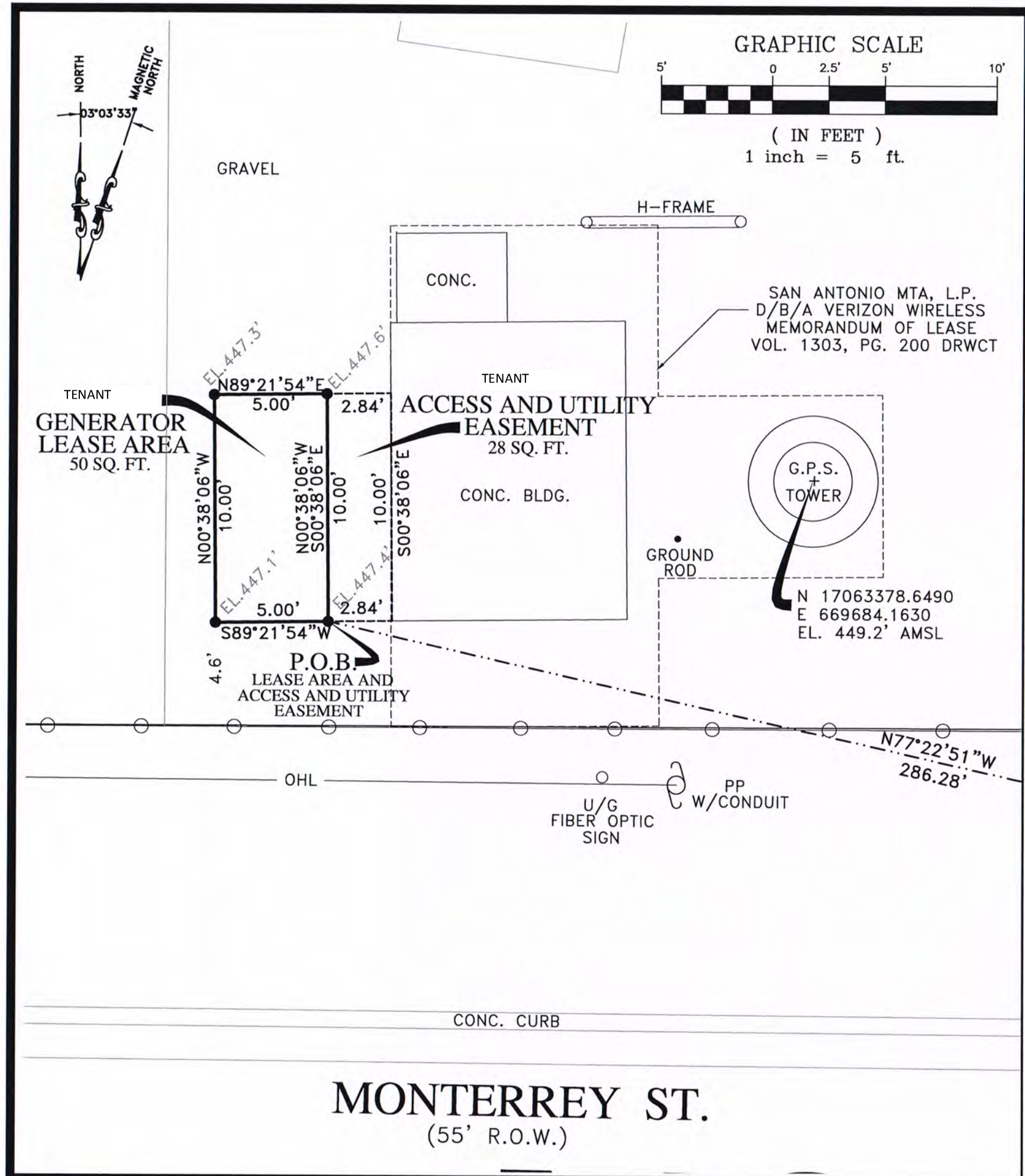
Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 14-0193
DATE: 10-07-14
REV. 1:

DRAWN BY: M.H.
REVISED BY:

SHEET NO.
1 of 2

EXHIBIT B-1



Tenant
Generator Lease Area
Laredo South

Field notes for a 50 square foot wide generator lease area out of Block 1463, Eastern Division City of Laredo, Webb County, Texas, in deed to the City of Laredo recorded in Volume 340, Page 421 Deed Records Webb County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates South Zone (NAD 83);

Commencing: *at a found ½" iron bar (N 17063309.87, E 669941.87) lying at the intersection of the south right-of-way line of Monterrey Street (55.56' ROW) and the east right-of-way line of S. Texas Avenue (55.56' ROW) marking the northwest corner of Block 1589 of said Eastern Division City of Laredo, from which a found ½" iron bar (N 17063031.68, E 669941.58) lying at the intersection of the east line of said S. Texas Avenue and the north right-of-way line of Saltillo Street (55.56' ROW) marking the southwest corner of said Block 1589 bears S 00° 03' 35" W (Bearing Basis), 278.19 feet (called 277.8 feet);*

Thence: *N 77° 22' 51" W, 286.28 feet, across said S. Texas Avenue, said Monterrey Street and into said Block 1463, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner and the* ***Place of Beginning*** *of the herein described lease area;*

Thence: *S 89° 21' 54" W, 5.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;*

Thence: *N 00° 38' 06" W, 10.00 feet, along the west line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;*

Thence: *N 89° 21' 54" E, 5.00 feet, along the north line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area;*

Thence: *S 00° 38' 06" E, 10.00 feet, along the east line of the herein described lease area, to the* ***Place of Beginning*** *and containing 50 square feet of generator lease area more or less.*

Tenant
Access and Utility Easement
Laredo South

Field notes for a 28 square foot access and utility easement out of Block 1463, Eastern Division City of Laredo, Webb County, Texas, in deed to the City of Laredo recorded in Volume 340, Page 421 Deed Records Webb County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates South Zone (NAD 83);

Commencing: *at a found ½" iron bar (N 17063309.87, E 669941.87) lying at the intersection of the south right-of-way line of Monterrey Street (55.56' ROW) and the east right-of-way line of S. Texas Avenue (55.56' ROW) marking the northwest corner of Block 1589 of said Eastern Division City of Laredo, from which a found ½" iron bar (N 17063031.68, E 669941.58) lying at the intersection of the east line of said S. Texas Avenue and the north right-of-way line of Saltillo Street (55.56' ROW) marking the southwest corner of said Block 1589 bears S 00° 03' 35" W (Bearing Basis), 278.19 feet (called 277.8 feet);*

Thence: *N 77° 22' 51" W, 286.28 feet, across said S. Texas Avenue, said Monterrey Street and into said Block 1463, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of a 50 square foot lease area surveyed this same date and the southwest corner and the* ***Place of Beginning*** *of the herein described easement;*

Thence: *N 00° 38' 06" W, 10.00 feet, along the east line of said lease area and the west line of the herein described easement, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of said lease area and the northwest corner of the herein described easement;*

Thence: *N 89° 21' 54" E, 2.84 feet, along the north line of the herein described easement, to the northeast corner of the herein described easement lying on the west line of a concrete building;*

Thence: *S 00° 38' 06" E, 10.00 feet, along the east line of the herein described easement, and the west line of said building, to the southwest corner of said building and the southeast corner of the herein described easement;*

Thence: *S 89° 21' 54" W, 2.84 feet, along the south line of the herein described easement, to the* ***Place of Beginning*** *and containing 28 square feet of access and utility easement more or less.*

LAREDO SOUTH
LAREDO, WEBB COUNTY, TX

ArchComm Design, Inc. Architects
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 14-0193
DATE: 10-07-14
REV. 1:

DRAWN BY: M.H.
REVISED BY:

SHEET NO.
2 of 2

After recording return to:

Wooden Law Firm, P.C.
730 Cherry Street, Suite B
Chattanooga, TN 37402

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS – YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)

COUNTY OF WEBB)

FIRST AMENDMENT TO MEMORANDUM FOR RECORDING

This First Amendment to Memorandum for Recording ("Memorandum") is entered into the _____ day of _____, 20____, by and between the City of Laredo, a municipal corporation ("Landlord") with a mailing address of 1110 Houston Street Laredo, Texas 78040, and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease ("Lease") dated October 21, 2002, a memorandum of which was recorded on November 12, 2002 in Document No. 779690 in the County Clerk's Office of Webb County, Texas; and

WHEREAS, Landlord and Tenant have amended the Lease to provide Tenant additional ground space for a generator.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The description of the Premises as set forth in the Lease and any exhibits thereto have been amended to include the location of Tenant's generator ground space described in the survey contained in Exhibit "B-1" attached hereto and made a part hereof.

2. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum for Recording to be duly executed on the date first written hereinabove.

LANDLORD:

CITY OF LAREDO

By:_____
Carlos R. Villarreal
Its: City Manager

Date:_____

By:_____
Gustavo Guevara, Jr.
Its: City Secretary

Date:_____

TENANT:

San Antonio MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
its General Partner

By: _____
Aparna Khurjekar
Area Vice President Network

Date: _____

STATE OF_____)

COUNTY OF _____) NOTARY ACKNOWLEDGMENT

Before me, _____, a notary public, on this day personally appeared Carlos R. Villarreal, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Laredo, and that he/she executed the same as the free act of the City of Laredo for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

STATE OF_____)

COUNTY OF _____) NOTARY ACKNOWLEDGMENT

Before me, _____, a notary public, on this day personally appeared Gustavo Guevara, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Laredo, and that he/she executed the same as the free act of the City of Laredo for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG) NOTARY ACKNOWLEDGMENT

Before me, _____, a notary public, on this day personally appeared Aparna Khurjekar, the Area Vice President Network of Verizon Wireless Texas, LLC, its general partner of San Antonio MTA, L.P. d/b/a Verizon Wireless, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of the limited partnership.

Given under my hand and seal of office this _____ day of _____, 20____.

_____

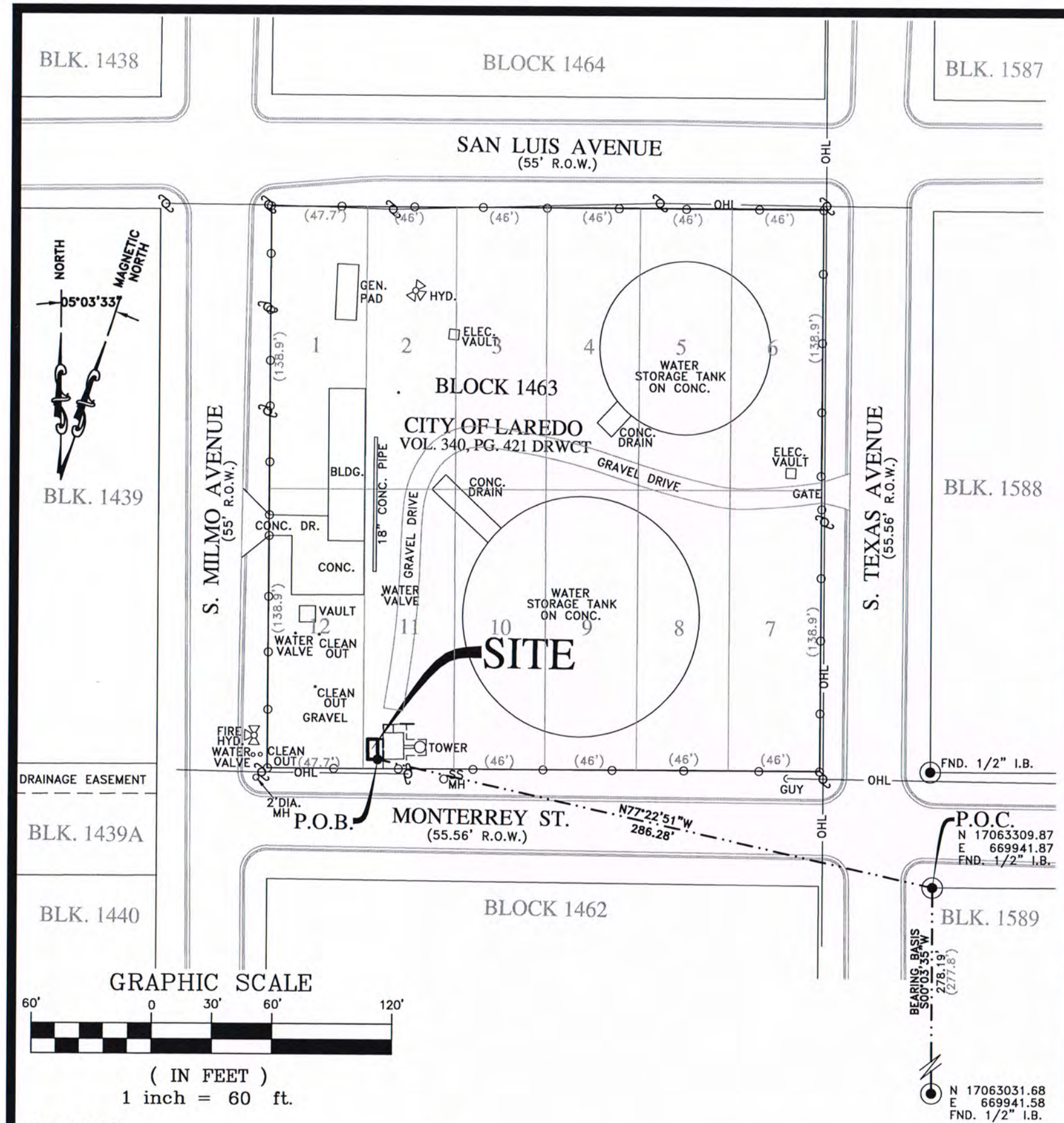
Notary Public

My commission expires: _____

EXHIBIT B-1

(see attached survey)

EXHIBIT B-1

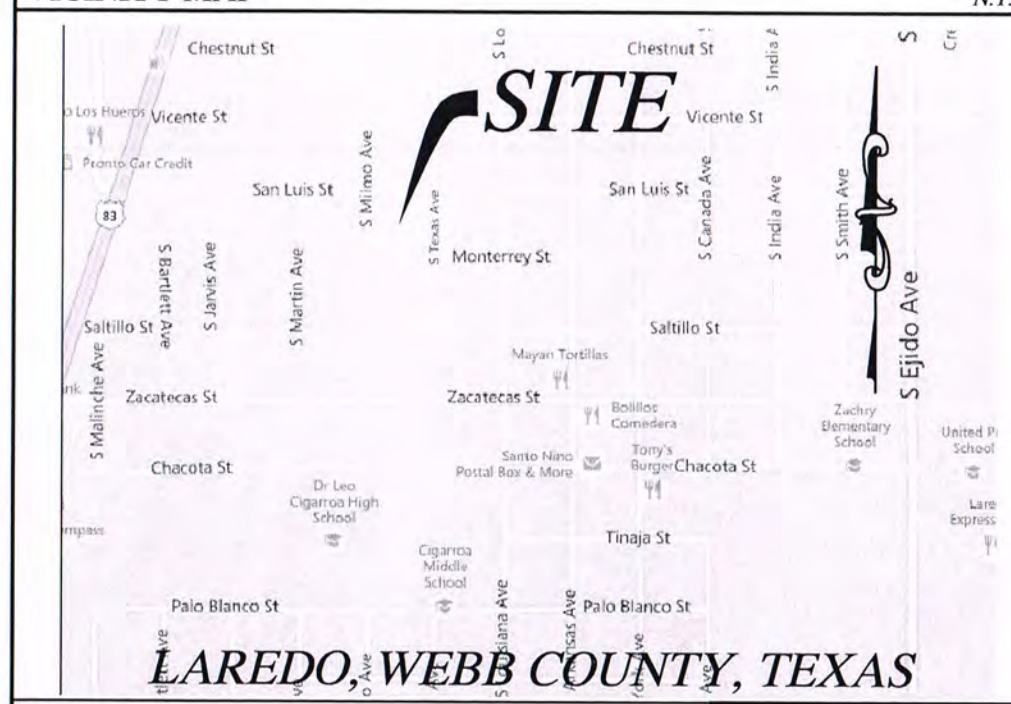


SURVEY OF:
A 50 SQUARE FOOT GENERATOR LEASE AREA OUT OF BLOCK 1463, EASTERN DIVISION CITY OF LAREDO, WEBB COUNTY, TEXAS, IN DEED TO THE CITY OF LAREDO RECORDED IN VOLUME 340, PAGE 421 DEED RECORDS WEBB COUNTY, TEXAS.

TENANT SHALL HAVE ACCESS RIGHTS TO AND FROM TENANT'S LEASE AREA AND ACCESS AND UTILITY EASEMENT ALONG THE ACCESS DRIVES AND UTILITY RIGHTS NECESSARY AND CONVENIENT TO SERVICE TENANT'S GENERATOR LEASE AREA.

VICINITY MAP

N.T.S.



LEGEND

LEGEND	
△ = SET 60D NAIL W/DISK SOLIS-KANAK	= UTILITY POLE
▲ = SET MAG NAIL W/DISK SOLIS-KANAK	– OHL – = OVERHEAD LINE
( ) = DENOTES BEARINGS & DISTANCES PER RECORD	– X – = WIRE FENCE
◉ = 1/2" IRON BAR FOUND	● = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP
	⊠ = HWY. CONC. MONUMENT

FLOOD ZONE

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48479C1380C, Effective date April 2, 2008. This property appears in Zone "X," areas determined to be outside the 0.2% annual chance floodplain shown on the map. No warranty is expressed or implied regarding the accuracy of the National Flood Insurance program Map.

PROJECT INFORMATION

SITE NAME: *LAREDO SOUTH*

OWNER/LESSOR NAME: *CITY OF LAREDO*

SITE ADDRESS: *2252 TEXAS AVENUE*
LAREDO, TEXAS 78046

LATITUDE: *27° 28' 36.80" N* LONGITUDE: *99° 28' 12.72" W*

GROUND ELEVATION: *449.2' AMSL*

LATITUDE NORTH :	27° 28' 36.80"	29° 28' 35.92"
LONGITUDE WEST :	99° 28' 12.72"	99° 28' 11.56"
SYSTEM :	GEODETIC	GEODETIC
DATUM TRANS. :	NAD 1983	NAD 1927
ELLIPSOID :	GRS 1980	CLARK 1866

NOTES:
1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTORS CERTIFICATE BY PINNACLE LAND SERVICES, INC. DATED SEPTEMBER 17TH, 2014.
4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SOUTH ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERIZON WIRELESS, ARCHCOMM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499

STATE OF TEXAS REGISTERED CLINTON L. KANAK 4499 PROFESSIONAL LAND SURVEYOR

LAREDO SOUTH

LAREDO,
WEBB COUNTY, TX

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Solis-Kanak & Associates, Inc.
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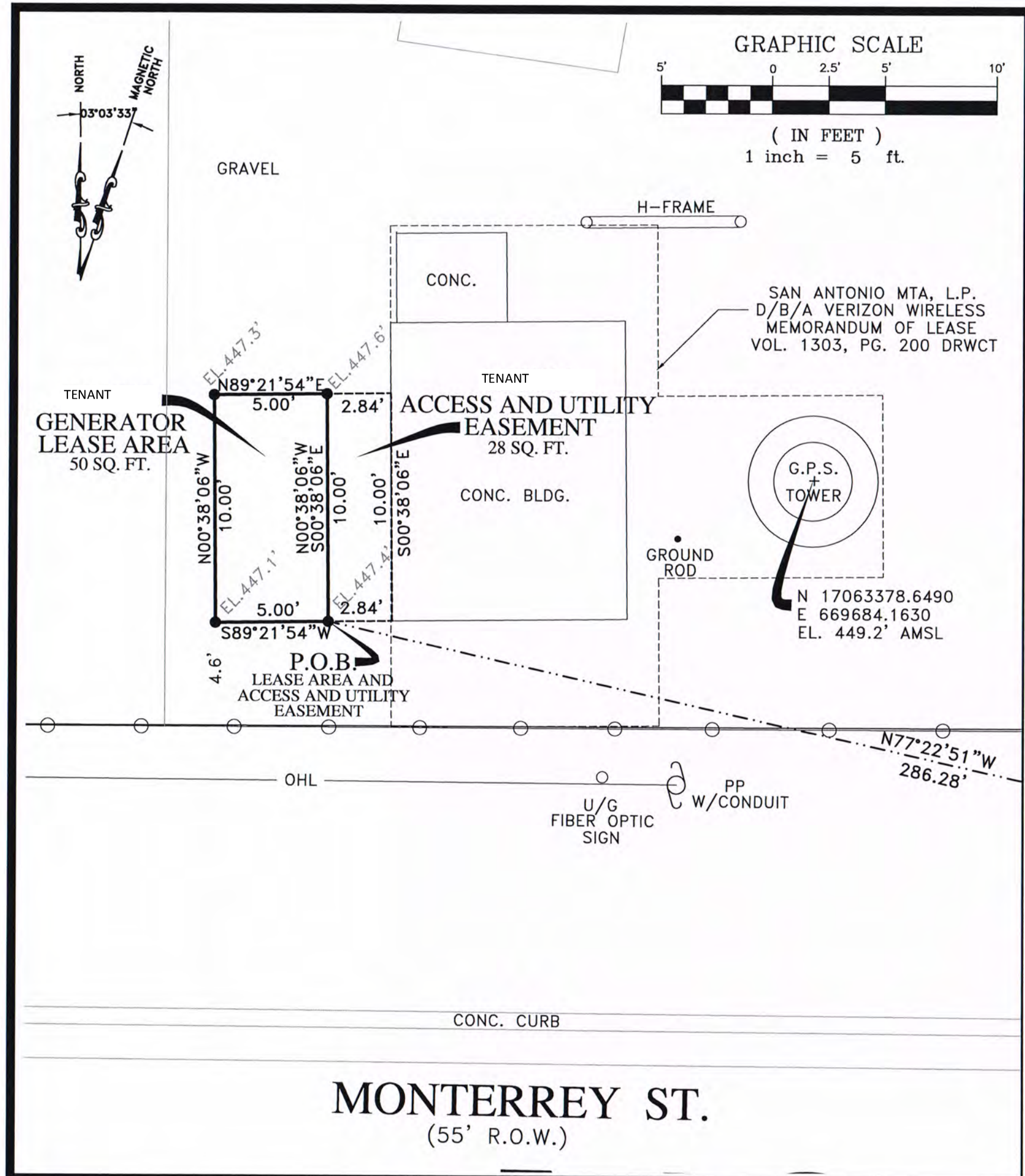
JOB NUMBER: 14-0193
DATE: 10-07-14
REV. 1:

DRAWN BY: M.H.
REVISED BY:

SHEET NO.
1 of 2

EXHIBIT B-1



Tenant
Generator Lease Area
Laredo South

Field notes for a 50 square foot wide generator lease area out of Block 1463, Eastern Division City of Laredo, Webb County, Texas, in deed to the City of Laredo recorded in Volume 340, Page 421 Deed Records Webb County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates South Zone (NAD 83);

Commencing: *at a found ½" iron bar (N 17063309.87, E 669941.87) lying at the intersection of the south right-of-way line of Monterrey Street (55.56' ROW) and the east right-of-way line of S. Texas Avenue (55.56' ROW) marking the northwest corner of Block 1589 of said Eastern Division City of Laredo, from which a found ½" iron bar (N 17063031.68, E 669941.58) lying at the intersection of the east line of said S. Texas Avenue and the north right-of-way line of Saltillo Street (55.56' ROW) marking the southwest corner of said Block 1589 bears S 00° 03' 35" W (Bearing Basis), 278.19 feet (called 277.8 feet);*

Thence: *N 77° 22' 51" W, 286.28 feet, across said S. Texas Avenue, said Monterrey Street and into said Block 1463, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner and the* ***Place of Beginning*** *of the herein described lease area;*

Thence: *S 89° 21' 54" W, 5.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;*

Thence: *N 00° 38' 06" W, 10.00 feet, along the west line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;*

Thence: *N 89° 21' 54" E, 5.00 feet, along the north line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area;*

Thence: *S 00° 38' 06" E, 10.00 feet, along the east line of the herein described lease area, to the* ***Place of Beginning*** *and containing 50 square feet of generator lease area more or less.*

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Access and Utility Easement
Laredo South

Field notes for a 28 square foot access and utility easement out of Block 1463, Eastern Division City of Laredo, Webb County, Texas, in deed to the City of Laredo recorded in Volume 340, Page 421 Deed Records Webb County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates South Zone (NAD 83);

Commencing: *at a found ½" iron bar (N 17063309.87, E 669941.87) lying at the intersection of the south right-of-way line of Monterrey Street (55.56' ROW) and the east right-of-way line of S. Texas Avenue (55.56' ROW) marking the northwest corner of Block 1589 of said Eastern Division City of Laredo, from which a found ½" iron bar (N 17063031.68, E 669941.58) lying at the intersection of the east line of said S. Texas Avenue and the north right-of-way line of Saltillo Street (55.56' ROW) marking the southwest corner of said Block 1589 bears S 00° 03' 35" W (Bearing Basis), 278.19 feet (called 277.8 feet);*

Thence: *N 77° 22' 51" W, 286.28 feet, across said S. Texas Avenue, said Monterrey Street and into said Block 1463, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of a 50 square foot lease area surveyed this same date and the southwest corner and the* ***Place of Beginning*** *of the herein described easement;*

Thence: *N 00° 38' 06" W, 10.00 feet, along the east line of said lease area and the west line of the herein described easement, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of said lease area and the northwest corner of the herein described easement;*

Thence: *N 89° 21' 54" E, 2.84 feet, along the north line of the herein described easement, to the northeast corner of the herein described easement lying on the west line of a concrete building;*

Thence: *S 00° 38' 06" E, 10.00 feet, along the east line of the herein described easement, and the west line of said building, to the southwest corner of said building and the southeast corner of the herein described easement;*

Thence: *S 89° 21' 54" W, 2.84 feet, along the south line of the herein described easement, to the* ***Place of Beginning*** *and containing 28 square feet of access and utility easement more or less.*

LAREDO SOUTH
LAREDO, WEBB COUNTY, TX

ArchComm Design, Inc. Architects
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 14-0193
DATE: 10-07-14
REV. 1:

DRAWN BY: M.H.
REVISED BY:

SHEET NO.
2 of 2

GROUND LEASE

THIS GROUND LEASE ("Lease") entered into and effective as of the 21st day of October, 2002, by and between the City of Laredo, a municipal corporation ("Landlord"), and San Antonio MTA, L.P. d/b/a Verizon Wireless, ("Tenant").

Background

A. Landlord is the owner in fee simple of a parcel of land that includes the property located at corner of San Luis and Milmo Street and being in the city limits of Laredo, Webb County, Texas and described on the attached Exhibit "A" (the "Property").

B. Tenant is in the communications business and desires to lease the Premises described below from Landlord to construct on such Premises a one hundred (100) foot high monopole ("Tower") or such other height Landlord approves for the purpose of collocations, which approval shall not be unreasonably withheld, conditioned or delayed, and related equipment building for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Leased Premises**. Landlord leases to Tenant and Tenant leases from Landlord that portion of the Property legally described on the attached Exhibit "A" (the "Land") together with a non-exclusive easement for vehicular and utility ingress and egress seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation, maintenance, repair and/or replacement of utility and telecommunications equipment along, over or across a twelve foot (12') wide portion of the Property extending from the nearest public right-of-way, being S. Texas Ave., to the Land (the "Access Easement"), and an aerial easement over and above a five foot (5') wide portion of the Property (the "Aerial Easement"), which Land, Access Easement and Aerial Easement are shown in Exhibit "B" attached hereto and made a part hereof. The Land, Access Easement and Aerial Easement are collectively referred to as the "Premises."

This lease is not a franchise pursuant to Texas Transportation. Code Ann. § 311.071 (West 1996), nor is it a permit to string or bury telecommunications lines in the public rights-of-way. Any such franchise or permit must be obtained separately from Landlord.

Landlord also hereby grants to Tenant the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part

hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A" Cost for such work shall be borne by the Tenant.

2. **Term and Renewals**. The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on October 21, 2002 the ("Commencement Date") and ending October 20, 2007. Provided Tenant is not then in default under this Lease, the term of this Lease will automatically renew for four (4) successive renewal terms of five (5) years unless the Tenant terminates it at the end of the ten current term by giving the Landlord written notice of the intent to terminate at lease six (6) months prior to the end of the then current term of the lease.

3. **Rent.**

a. Tenant shall pay Landlord as rent for the Premises each year during the term of this Lease the sum of Eight Thousand Four Hundred and 00/100 dollars ($8,400.00) as Base Rent. Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord the Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter.

b. Any amounts not paid when due shall bear interest until paid at the rate of twelve percent (12%) per annum.

c. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to four percent (4%) over the immediately preceding year's Base Rent.

d. If this Lease is terminated at a time other than on the last day of the term year, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant's default; all prepaid Rents shall be refunded to the Tenant.

e. Base Rent, any additional rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. **Use of Premises**. Tenant shall use the Premises for the construction and operation of its communications facility, including the Tower, and Tenant has the right to install, maintain and operate radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures ("Tenant's Equipment") and any other use that is incident thereto and for no other purpose. Tenant shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

5. **Tenant Improvements.**

a. Tenant may improve the Premises by constructing the Tower, and equipment buildings, and ancillary support facilities (including, without limitation, improvements for ingress and egress and utility service to the land across the Access Easement) on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld, conditioned or delayed. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

b. The Tower and Tenant's Equipment shall remain the property of Tenant and Tenant shall remove the Tower within thirty (30) days after termination of the Lease. All other alterations, improvements and structures located or constructed on the Premises (except for Tenant's Equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements, which are not removed within one hundred eighty (180) days following termination of the Lease term, shall become the property of Landlord, at Landlord's option.

6. **Use by Other Providers**

a. Upon the written request of any telecommunications provider(s), Tenant will in good faith evaluate each request and sublease available space on the Tower to other qualified telecommunications providers ("Other Providers") in accordance herewith. Landlord agrees to cooperate, as necessary, with Tenant and the Other Providers regarding the right to use and construct such ancillary buildings or facilities on the Premises as may be reasonably necessary and available for use in connection with the communications operations of the Other Providers.

b. Tenant shall be entitled to charge any Other Provider such rent and enter into a lease on such terms as Tenant and the Other Provider may agree upon. Tenant shall negotiate in good faith with any Other Provider to arrive at a mutually agreeable rental rate and terms. Notwithstanding anything contained in this paragraph, Tenant shall not be required to lease to an Other Provider if the use by the Other provider would (i) interfere with the use of the Tower by Tenant or any other existing user on the Tower or (ii) fail to conform to the loading and other engineering limitations of the Tower.

c. In addition to the rent payments due Landlord pursuant to Section 3 above, the Tenant shall pay the Landlord additional rental fees as other users collocate facilities on the Premises. Tenant shall pay Landlord an amount equal to:

(i) From the First Collocation Tenant (Second user): Landlord shall receive Fees equal to the greater of $4,200/year or twenty five percent (25%) of the annual gross receipts from collocation received by Tenant.

(ii) From the Second Collocation Tenant (Third user): Landlord shall receive Fees equal to the greater of $4,620/year or thirty three percent (33%) of the annual gross receipts from collocation received by Tenant.

(iii) From all other Collocation Tenants (Fourth and greater users): Landlord shall receive initial Lease Fees equal to the greater of $5,082/year or fifty percent (50%) of the annual gross receipts from collocation received by Tenant.

(iv) Landlord agrees that it shall look solely to the Other Provider(s) for payment of such collocation fees.

7. **Net Lease**. Notwithstanding any expenditures related to the acts or omissions of Landlord, or Landlord's agents, employees, licenses, contractors, or invitees, Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

8. **Signs/Graffiti.** Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, after providing Tenant notice to remove graffiti located on the Premises, may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, accompanied by a representative of the Tenant, (ii) acknowledges and assumes all the risk associated with such entry, and waives any rights of Tenant or liability incurred by Tenant or its agents or employees resulting from Landlord's entry on the Premises or actions thereon(iii) Landlord agrees to abide by Tenant's site safety rules. Tenant shall reimburse Landlord all reasonable costs incurred by Landlord in connection with such abatement or removal within 30 days of Landlord's presenting Tenant with a statement of such costs.

9. **Taxes.** Tenant shall pay all real property taxes and assessments for the Premises, if any, which relate to and become due and payable during the term of this Lease. All such payments shall be made to the proper taxing authority and evidence of all such payments shall be provided to Landlord, within thirty (30) days after Landlord's request for such evidence of payment, provided however, Landlord shall provide to Tenant a copy of any notice, assessment or billing relating to real estate taxes for which Tenant is responsible under this Agreement within thirty (30) days of receipt of the same by Landlord. Tenant shall have no obligation to make payment of any real estate taxes until Tenant has received a notice, assessment or billing relating to such payment as set forth in the preceding sentence.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Tenant is wholly or partly responsible for payment under this Agreement. Landlord shall reasonably cooperate with Tenant in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

10. **Maintenance**. Tenant shall, at its own expense, maintain the Premises and all personal improvements, equipment and other personal property on the Premises in good working order, condition and repair, including without limitation, in compliance with the applicable tower lighting, painting and registration requirements of Part 17 of the FCC's Rules, 47 C.F.R., Part 17. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, or noise.

11. **Access**. Upon forty-eight hours prior notice to Tenant Landlord and its agents shall have the right to enter the Premises to examine and inspect the Premises; provided, however, Landlord (i) shall allow only RF personnel or other properly trained individuals to enter the Premises, accompanied by a representative of Tenant (ii) acknowledges and assumes all the risk associated with such entry, and (iii) Landlord agrees to abide by Tenant's site safety rules.

12. **Utilities**. If permitted by the local utility company servicing the Premises, Tenant will install a separate meter for the measurement of its electric power and will pay for its own utilities used. Tenant shall pay when due all charges for utilities to the Premises during the term of the lease. If installation of a separate meter is not permitted by the local utility company servicing the Premises, Tenant shall furnish and install, at its sole cost and expense, an electrical submeter at the Premises (or whatever term is appropriate), for the measurement of electrical power used by the Tenant. Tenant shall pay for its own power consumption within thirty (30) days from receipt of an invoice from Landlord indicating the usage and the payment due to Landlord. Invoices must be forwarded to Tenant no later than one hundred twenty (120) days from the period in which the usage was incurred. Tenant shall not be responsible for payment of any invoices received from Landlord for usage incurred more than one hundred twenty (120) days prior to the date of the receipt of the invoice and Landlord specifically waives the right to make any claim for the same.

13. **License Fees**. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. **Governmental Approvals**. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived sixty (60) days after the date of this Lease unless Tenant provides Landlord written notice within the sixty (60) day period that it is terminating the Lease in light of its inability to obtain necessary approvals.

15. **Default and Landlord's Remedies**.

a. It shall be an event of default if Tenant fails to make any payment or provision of Rent or any other sums to Landlord when due, and does not cure such default

within thirty (30) days after receipt of written notice from Landlord, provided however, Tenant shall have the right to receive such notice no more than twice in any lease year; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises without paying rent; or if Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors. If a non-monetary default may not reasonably be cured within a 30 day period, this lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the reasonable costs of such reletting); and (iii) any other reasonable amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease; provided, however, nothing contained herein shall in any way limit Landlord's duty to mitigate its damages, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such pervious breach.

16. **<u>Cure by Landlord</u>**. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the

sums so paid by Landlord, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

17. Damage or Destruction.

a. If the Tower or any portion thereof is destroyed or damaged so as to materially hinder effective use of through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove all property from the Premises and the parties shall proceed as set forth in 5b above.

b. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the entire Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, Tenant party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation or diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

19. Insurance and Indemnity –

a Tenant shall at Tenant's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

1. Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of $500,000;

2. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $2,000,000 combined single limit; and

3. "All-risk" property insurance insuring the Tenant's Equipment and its appurtenant personal property for full replacement costs.

All policies shall be written by an insurer with at least an A- by AM Best licensed to do business within the State where the Premises are located. Such insurance shall name Landlord, Landlord's property manager, and Manager as additional insureds, as each interest appears. All policies, including any renewals thereof, shall be non-cancelable except after a minimum of thirty (30) days prior written notification to Manager and Landlord.

b Tenant shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained:

1. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $1,000,000 combined single limit.

2. Commercial Liability Insurance with minimum limits no less than $1,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Tenant. In lieu of Builder's Risk Insurance, Tenant will maintain a property coverage insurance, with limits not less than 100% of the estimated Value of the improvement made.

3. Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of $500,000. In lieu of Builder's Risk Insurance, Tenant will maintain property coverage insurance, with limits not less than 100% of the estimated value of the improvement made.

All policies shall name Landlord and Landlord's Manager, as additional insureds, and all shall be non-cancelable except after thirty (30) days written notice of cancellation to Landlord.

c Except to the extend caused by Landlord's or Landlord's agents or employees negligent or willful act of omission, Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

1. Any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, or licensees, including but not limited to the installation, use, maintenance, repair or removal of the Tenant's Equipment, except if such work or act is done or performed by Landlord or its agents or employee;

2. Any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, or licensees;
3. Any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the negligence or willful misconduct of Landlord, its employees or agents; and
4. Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

d To the extent allowed by law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Agreement except to the extent attributable to the negligence or intentional act or omission of Tenant, its employees, agents or independent contractors.

e Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have his/her respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

20. <u>Hazardous Substance Indemnification.</u>

a. Tenant represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, as defined below, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance in violation of law. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

b. Landlord represents, warrants and agrees (1) that, to the Landlord's knowledge, neither Landlord nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substances on, under, about or within the Land in violation of any law or regulation, (2) that Landlord has not, and will not permit any third party to use, generate, store or dispose of any Hazardous Substances on, under, about or within the Land in violation of any law or

regulation and (3) that Landlord will comply with any and all environmental laws regulations or ordinances relating to the Property, but not the Premises.

c. To the extent allowed by law, Landlord, and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

21. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and a half times the rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable. Nothing contained herein shall grant Tenant the right to holdover after the term of this Agreement has expired.

22. Termination. This Lease may be terminated by Tenant immediately upon giving written notice to Landlord if Tenant cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Landlord fails to deliver any required non-disturbance agreement or subordination agreement; Landlord breaches a representation or warranty contained in this Lease; Landlord fails to have proper ownership of the Premises and/or authority to enter into this Lease; or Tenant determines that the Premises contains Hazardous Substances; or by Tenant without penalty, upon 90 days written notice for any reason, or no reason at all.

23. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

24. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord:

City of Laredo
1110 Houston
Laredo, Texas 78040
Attn: Legal Counsel and
Telecommunications Director

With a copy to:

William Malone, Esq
Miller & Van Eaton, P.L.L.C.

1155 Connecticut Avenue, N.W.
Suite 1000
Washington, D.C. 20036-4306

If to Tenant: San Antonio MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

25. Assignment and Subletting.

a Tenant may assign this Lease and its other rights hereunder (including, without limitation its right to renew) to any person or business entity which is an affiliate, subsidiary or parent of Tenant without the prior consent of Landlord or an entity which purchases substantially all of the assets of Tenant in the Market defined by the Federal Communications Commission in which the Property is located by reason of merger, acquisition or other business organization or an entity that acquires or receives an interest in the majority of communication towers of Tenant in the Market defined by the Federal Communications Commission in which the Property is located.

b Tenant may not otherwise assign this Lease without Landlord's consent, which consent may not be unreasonably withheld or delayed provided however, Tenant may assign this Lease in connection with an assignment as collateral to secure a loan from a bona fide third party lender obtaining such assignment as part of a larger collateral pool. In the event such consent is unreasonably withheld or delayed, Tenant may immediately terminate this Lease upon written notice to Landlord thereof. Any assignment consented to by Landlord in its sole discretion shall not operate to release the assigning Tenant from its liabilities and obligations arising hereunder; provided, however, that an assignment of this Lease to an entity having a net worth of $50,000,000 or more (or to an entity providing a guaranty in Landlord's favor by a guarantor having a net worth equal to or greater than such amount) shall operate to discharge all further obligations of Tenant hereunder.

c Tenant shall to be permitted to sublease portions of the Premises without Landlord's prior consent subject to the terms of this Agreement, including but not limited to Section 6 above regarding payment to Landlord and Section 28 below regarding interference.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

27. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to the Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Texas.

d. The prevailing party in any action or proceeding in court to enforce the terms of this Lease shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

e. Landlord and Tenant each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the indemnifying Party herein.

f. To the extent permitted by law, Landlord hereby waives any and all lien it has or may have, statutory or otherwise, concerning the improvements to be constructed by Tenant on the Premises, regardless of whether or not same is deemed real or personal property under applicable law.

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

h. If requested by Tenant, Landlord agrees promptly to execute and deliver to Tenant a recordable memorandum of this Lease; Landlord acknowledges that any Mortgagees of Tenant in order to protect such Mortgagee's interests in this Lease and Tenant's property, may file or record such documentation as is normal and is customary in order to protect the interest of such Mortgagees.

i. Landlord and Tenant mutually agree that the venue for any and all legal proceedings or actions regarding this lease agreement shall be in Webb County, Texas.

j. Landlord covenants that Tenant, upon paying rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

k. Landlord covenants that it has good and sufficient title to the Premises.

28. **Interference**. Landlord shall not use, nor shall Landlord permit its Tenants, licenses, invitees, or agents to use any portion of adjacent real property owned by Landlord in any way which interferes with the wireless communications operations of Tenant. Such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall have the responsibility to terminate such interference.

THIS LEASE was executed as of the date first set forth above.

LANDLORD:

CITY OF LAREDO

By: _____
Larry Dovalina
Its City Manager

By: _____
Gustavo Guevara
Its City Secretary

TENANT:

San Antonio MTA, L.P., d/b/a Verizon Wireless,
By Verizon Wireless Texas, L.L.C., its general partner

By: _____
Howard H. Bower
Area Vice President-Network South Area

APPROVED AS TO FORM

JAIME L. FLORES
CITY ATTORNEY

By: _____
ALLAN W. MCGRAW
ASSISTANT CITY ATTORNEY

STATE OF TEXAS)(

COUNTY OF WEBB)(

Before me, the undersigned, a Notary Public in and for said County and State, on this the 21st day of Oct, 2002, personally appeared Larry Dovalina, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Lease as its City Manager, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such City of Laredo, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Mimi Jacaman
Notary Public

My Commission Expires:

_____

MIMI JACAMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-17-2005

STATE OF TEXAS)(

COUNTY OF WEBB)(

Before me, the undersigned, a Notary Public in and for said County and State, on this the 21st day of Oct, 2002, personally appeared Gustavo Guevara, to me known to be the identical person who subscribed the name of City of Laredo to the foregoing Lease as its City Secretary, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such City of Laredo, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Mimi Jacaman
Notary Public

My Commission Expires:

_____

MIMI JACAMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-17-2005

STATE OF NORTH CAROLINA:

: SS

COUNTY OF MECKLENBURG:

ACKNOWLEDGEMENT

On this 17th day of October, 2002, before me, personally appeared Howard H. Bower, to me personally known, who, being by me duly sworn, did say that he is the Area Vice President-Network, South Area, of Verizon Wireless Texas, LLC, general partner of San Antonio MTA, L.P., d/b/a Verizon Wireless, and that said instrument was signed on behalf of said limited partnership and said Howard H. Bower acknowledged said instrument to be his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my seal at my office in said County and State on the day and year first above written.

_____

Sworn to and subscribed before me this 17th day of October 2002.

Notary Public

My Commission Expires:_____

CHERYL L. BUTTERWORTH
Notary Public, North Carolina
County of Mecklenburg
Commission Expires June 24, 2006

EXHIBIT "A"

"PROPERTY"

A tract, piece or parcel of land lying in and being situated in the Eastern Division of the City of Laredo, Webb County, Texas; known and designated as all of Block Number Fourteen Hundred Sixty-three (1463).

"LAND"

PROPOSED LEASE SITE DESCRIPTION:

A tract of land lying in and being a part of Lot 11, Block 1463, situated in the Eastern Division of the City of Laredo, Webb County, Texas; and being more particularly described as follows:

Commencing at a 3" iron pipe found for the Southwest corner of said Block 1463; Thence S 89 °50'10" E on the South line of said Block 1463, a distance of 57.70 feet to a ½" iron rod set for corner, said point also being the Point of Beginning; Thence N 00 °09'50" E, a distance of 22.00 feet to a ½" iron rod set for corner; Thence S 89 °50'10" E, a distance of 12.00 feet to a ½" iron rod set for corner; Thence S 00 °09'50" W, a distance of 7.50 feet; Thence S 89 °50'10" E, a distance of 10.00 feet to a ½"iron rod set for corner; Thence S 00 °09'50" W, a distance of 8.00 feet to a ½" iron rod set for corner; Thence N 89 °50'10" W, a distance of 10.00 feet to a ½" iron rod set for corner; Thence S 00 °09'50" W, a distance of 6.50 feet to a ½" iron rod set for corner on the South line of said Block 1463; Thence N 89 °50'10" W, a distance of 12.00 feet to the Point of Beginning containing 344 square feet or 0.0079 acres, more or less.

EXHIBIT B

BLOCK 1463

WATER TANK

MILMO BOOSTER STATION

S. MILMO AVENUE

S. TEXAS AVENUE

Centerline - Access & Utility Easement

MONTERREY STREET

"Land"

Aerial Easement

LEASE SITE DETAIL

SCALE: 1= 10'

Aerial Easement Area 190 SQ. FT. 0.004 ACRES

Lease Site 344 Sq. Ft. 0.0079 Acres

P.O.B. Access & Utility Easement

Existing Pipe Fence

3" Iron pipe Fnd SW Cor. Block 1463

Tree

57.70'

12.00'

15.00'

6.00'

22.00'

Lease Site

Center of Tower

Proposed Aerial Easement

NAD83 & NAVD88

LONGITUDE	ELEVATION

DRAWING NOT TO SCALE

The Abstractor's Certificate BRACEWELL & PATERSON

PROPOSED LEASE SITE DESCRIPTION:

A tract of land lying in and being a part of Lot 11, Block 1463, situated in the Eastern Division of the City of Laredo, Webb County, Texas; and being more particularly described as follows:

Commencing at a 3" iron pipe found for the Southwest corner of said Block 1463; Thence S 89 °50'10" E on the South line of said Block 1463, a distance of 57.70 feet to a ½" iron rod set for corner, said point also being the Point of Beginning; Thence N 00 °09'50" E, a distance of 22.00 feet to a ½" iron rod set for corner; Thence S 89 °50'10" E, a distance of 12.00 feet to a ½" iron rod set for corner; Thence S 00 °09'50" W, a distance of 7.50 feet; Thence S 89 °50'10" E, a distance of 10.00 feet to a ½"iron rod set for corner; Thence S 00 °09'50" W, a distance of 8.00 feet to a ½" iron rod set for corner; Thence N 89 °50'10" W, a distance of 10.00 feet to a ½" iron rod set for corner; Thence S 00 °09'50" W, a distance of 6.50 feet to a ½" iron rod set for corner on the South line of said Block 1463; Thence N 89 °50'10" W, a distance of 12.00 feet to the Point of Beginning containing 344 square feet or 0.0079 acres, more or less.

PROPOSED ACCESS & UTILITY EASEMENT DESCRIPTION:

A 12.00 foot easement for ingress or egress and utility purposes crossing a part of Lot 11, Block 1463, situated in the Eastern Division of the City of Laredo, Webb County, Texas; being 6.00 feet on each side of the following described centerline.

Commencing at a ½" iron rod set for the Northwest corner of the above described 0.0079 acre lease site; Thence S 89 °50'10" E on the North line of said lease site, a distance of 6.00 feet to the Point of Beginning; Thence N 16 °45'15" E, a distance of 73.61 feet to a point in the center of an existing gravel road; Thence N 71 °28'45" E on said centerline, a distance of 127.04 feet; Thence N 88 °18'39" E, a distance of 83.48 feet to an ending point on the West edge of South Texas Avenue. Sidelines of said easement to be extended or shortened such as to begin on the North line of the above described .0079 acre lease site and terminate on the West edge of South Texas Avenue.

PROPOSED 5' AERIAL EASEMENT FOR TOWER PLATFORM DESCRIPTION:

A 5 foot wide aerial easement for tower platform, crossing a part of Lot 11, Block 1463, situated in the Eastern Division of the City of Laredo, Webb County, Texas; said easement being more particularly described as follows:

Commencing at a ½" iron rod set for the Northeast corner of the above described 0.0079 acre lease site; Thence S 00 °09'50" W, on the East line of said lease site, a distance of 2.50 feet to the Point of Beginning; Thence S 00 °09'50" W, a distance of 5.00 feet; Thence S 89 °50'10" E, a distance of 10.00 feet; Thence S 00 °09'50" W, a distance of 8.00 feet; Thence N 89 °50'10" W, a distance of 10.00 feet; Thence S 00 °09'50" W, a distance of 5.00 feet; Thence S 89 °50'10" E, a distance of 15.00 feet; Thence N 00 °09'50" E, a distance of 18.00 feet; Thence N 89 °50'10" W, a distance of 15.00 feet to the Point of Beginning; containing an area of 190 square feet or 0.004 acres, more or less.

COUNCIL COMMUNICATION

DATE: 03-16-15	SUBJECT: FINAL READING ORDINANCE 2015-O-032 Authorizing the City Manager to execute a First Amendment to Ground Lease ("Lease") by an between the City of Laredo, a municipal corporation ("Landlord"), and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") dated October 21, 2002 and attached hereto; to allow Landlord to increase Tenant's ground space as described in Exhibit "B" of Lease for additional ground space for a generator as described in Exhibit "B-1," therefore replacing Exhibit "B" with Exhibit "B-1;" and to increase Tenant's rent by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; all other terms and conditions remain in full force and effect.

INITIATED BY:	STAFF SOURCE:
Horacio de Leon, Asst. City Manager	Heberto L. Ramirez, IST Director

PREVIOUS COUNCIL ACTION: Introductory reading approved 2/17/15.

BACKGROUND: Landlord and Tenant entered into a Ground Lease dated October 21, 2002, whereby Landlord leased to Tenant a portion of land located at the corner of San Luis Street and Milmo Avenue, Laredo, Webb County, Texas, for the construction of a one hundred (100) foot high monopole tower. Tenant desires to amend the Lease to provide additional ground space for a generator.

Landlord and Tenant agree and acknowledge that Exhibit "B" to the Lease shall be amended to include the location of the Tenant's generator ground space as described in survey contained in Exhibit "B-1" attached hereto and made a part hereof.

Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the Lease is October 21, 2027. Current rent is $13,983.00 due 10/21/15.

All other terms and conditions of the Lease remain in full force and effect.

FINANCIAL IMPACT: $4,449.76 prorated rent 04/01/15 thru 10/20/15; $21,983.00 due 10/21/15 plus a 4% annual increase for the remaining term of the lease.

RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends approval.

ORDINANCE 2015-O-032

Authorizing the City Manager to execute a First Amendment to Ground Lease ("Lease") by an between the City of Laredo, a municipal corporation ("Landlord"), and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") dated October 21, 2002 and attached hereto; to allow Landlord to increase Tenant's ground space as described in Exhibit "B" of Lease for additional ground space for a generator as described in Exhibit "B-1;" therefore replacing Exhibit "B" with Exhibit "B-1;" and to increase Tenant's rent by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; all other terms and conditions remain in full force and effect.

WHEREAS, Landlord and Tenant entered into a Ground Lease dated October 21, 2002, whereby Landlord leased to Tenant a portion of land located at the corner of San Luis Street and Milmo Avenue, Laredo, Webb County, Texas, for the construction of a one hundred (100) foot high monopole tower.

WHEREAS, Tenant desires to amend the Lease to provide additional ground space for a generator. Landlord and Tenant agree and acknowledge that Exhibit "B" to the Lease shall be amended to include the location of the Tenant's generator ground space as described in survey contained in Exhibit "B-1" attached hereto and made a part hereof.

WHEREAS, Landlord and Tenant agree and acknowledge that Tenant's rent shall increase by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; expiration date of the lease is October 21, 2027. Current rent is $13,983.00 due 10/21/15. All other terms and conditions of the Lease remain in full force and effect.

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

<u>Section 1</u>. The City Manager is authorized to execute a First Amendment to Ground Lease ("Lease") by an between the City of Laredo, a municipal corporation ("Landlord"), and

San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") dated October 21, 2002 and attached hereto; to allow Landlord to increase Tenant's ground space as described in Exhibit "B" of Lease for additional ground space for a generator as described in Exhibit "B-1," therefore replacing Exhibit "B" with Exhibit "B-1;" and to increase Tenant's rent by $8,000.00 per year commencing on April 1, 2015 and shall thereafter increase in accordance with Paragraph 3 of the Lease; all other terms and conditions remain in full force and effect.

Section 2. This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF MARCH 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
BY:
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager

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SUBJECT

2015-O-033 Amending Chapter 19, Motor Vehicle and Traffic, Article VIII, Stopping, Standing or Parking, Section 19-364, restricted parking areas, of the Code of Ordinances, City of Laredo: specifically adding Sub-Section 19-364 (14) which establishes the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, as a "NO Parking Anytime/Tow Away Zone", providing for severability, effective date and publication.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Introductory Ordinance approved by city council on February 17, 2015.

BACKGROUND

Currently, it is necessary to designate the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, as a “No Parking Anytime/Tow Away Zone”, in the area of Blessed Sacrament School for parking because the parked vehicles create a safety hazard for students being loaded and unloaded and crossing the street and an obstruction for drivers. Therefore It becomes necessary to remove vehicles left standing, stored, or staged in these streets or parking areas

The designation of this section of street as a “No Parking Anytime/Tow Away Zone” authorizes the Police Department to cite or tow-away vehicles that disregard this designation.

The City of Laredo Traffic Safety Division will be responsible for the installation and maintenance of all signs that need to be installed to designate this section of roadway as such.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

staff reccomends approval of this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

2015-O-33OrdinanceMierTowAway

ORDINANCE 2015 – O – 33

AMENDING CHAPTER 19, MOTOR VEHICLE AND TRAFFIC, ARTICLE VIII, STOPPING, STANDING OR PARKING, SECTION 19-364, RESTRICTED PARKING AREAS, OF THE CODE OF ORDINANCES, CITY OF LAREDO: SPECIFICALLY ADDING SUB-SECTION 19-364(14) WHICH ESTABLISHES THE SOUTH SIDE OF THE 2200 BLOCK OF MIER STREET, BETWEEN JARVIS AVENUE AND BARTLETT AVENUE, AS A "NO PARKING ANYTIME/TOW AWAY ZONE"; PROVIDING SEVERABILITY AND FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, it is necessary to designate the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, as a "No Parking Anytime/Tow Away Zone", in the area of Blessed Sacrament School for parking because the parked vehicles create a safety hazard for students being loaded and unloaded and crossing the street and an obstruction for drivers. Therefore, it becomes necessary to cite or remove vehicles left standing, stored, or staged in these streets or parking areas; and

WHEREAS, the City Council finds that it is necessary to authorize the removal of vehicles in violation of illegal parking by properly establishing and identifying tow-away zones for the removal of vehicles in violation, also recognizing that increased regulation of parking constitutes a benefit to the City; and

WHEREAS, it is in the opinion of the City Council that it is in the best interest of the city to apply the best and fairest method to maintain and regulate the use of streets and street parking in this area and other streets throughout the city,

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

SECTION 1. AMENDMENT

That Chapter 19, Article VIII, Section 19-364, is hereby amended to read as follows:

Sec. 19-364. Restricted parking areas.

The removal of vehicles for parking violations on certain streets and parking metered areas for the following times are hereby established.

(1)

Parking of vehicles is prohibited Monday through Saturday between the hours of 6:00 p.m. and 8:00 a.m. and all day Sunday in parking metered spaces located on the following streets:

Blocks 600 through 1000 of Santa Ursula Avenue; and

The 800 block of Lincoln Street and Washington Street.

(2)

Parking of vehicles is prohibited at all times in the following streets located in the downtown business district:

Blocks 500 thru 1000 of San Dario Avenue;

Blocks 200 thru 500 of Santa Ursula Avenue;

The 600 block of Iturbide Street, Hidalgo Street, Matamoros Street, Houston Street, and Washington Street;

The 600 block of Farragut Street and of the north side of Victoria Street;

The 800 block of Iturbide, Hidalgo, Farragut, Matamoros, and Victoria;

The south side of the 800 block of Houston;

The north side of the 800 block of Lincoln Street and Washington Street;

The 300 block of San Bernardo Street;

The north side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and the old U.S. Customs import lot on the east;

The south side of Pedregal Road (River Road) between Santa Isabel Avenue on the west and Santa Maria Avenue on the east;

The east and west side of Main Street between Pedregal [Road] (River Road) on the south and Water Street on the north;

The north and south side of Ventura Street between Santa Maria Avenue on the east and Santa Cleotilde Avenue on the west;

The east and west side of Santa Maria Avenue between Pedregal [Road] (River Road) on the south and Water Street on the north;

(3)

Parking of vehicles is prohibited at all times:

Along U.S. 83 (Zapata Highway) between Zacatecas Street and the southern city limits of Laredo;

On the east and west sides of the 4900, 5000, 5100 and 5200 blocks of Tesoro Plaza, located north of West Calton Road;

(4)

No parking any time; tow-away zone.

North of Loop 20 on the east side of the 11000 block of McPherson Road between Nafta Street and Grand Central Boulevard;

East and west sides of Livingston Drive, between North Star Drive and Shiloh Drive and between Shiloh Drive and 300 feet north of Shiloh Drive.

Spring Road 400 feet north of Shiloh Drive.

North and south sides of Sonterra Drive between McPherson Road and Serene Drive.

North and south side of Village Boulevard between Springfield Avenue and 800 feet east of Village Boulevard.

East and west sides of Martingale between Village Boulevard and 300 feet south of Village Boulevard.

(5)

Bus only/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

East side of the 700 block of Juarez Avenue and the north side of the 1300 block of Farragut Street.

(6)

Taxicab stand/no parking tow-away zone, every day between the hours of 3:00 a.m. and 10:00 p.m.

South side of the 1300 block of Matamoros Street.

(7)

No parking anytime/tow-away zone on the east and west sides of East Country Drive, between Del Mar Boulevard and Gracie Lane from Monday through Friday starting at 8:00 a.m. to 5:00 p.m., during school days.

(8)

The East side of Cypress Drive, between Los Ebanos Drive and Alta Vista Drive is hereby designated as no parking tow away zone every day during the hours of 6:00 p.m. in the evening and continuing until 6:00 a.m. the following morning; and

(9)

No Parking Anytime/Tow-away zone on the East side of N Texas Ave., between US 59 and E. Travis St.; and on the North side of E. Travis St., between N. Texas Ave. and N. Milmo Ave

(10)

No Parking Anytime/Tow-away zone on the North and the South side of 8000 Block to 8600 Block of Milo Rd.

(11)

No Parking Anytime/Tow away zone on the East side and West side of Larga Vista Drive, between SH 359 and approximately 200 feet North of SH359.

(12)

No Parking Anytime/Tow-away zone all times, except between the hours of 8 am to 5 pm, Monday thru Friday, on the North side of the 600 Block of Amistad Drive and including the entire cu-de-Sac at the west end of this section of street located west of McPherson Road.

(13)

No Parking Anytime/Tow away zone on the north side of State Highway 359, between Willow Oaks Street and Larga Vista Drive.

14)

No Parking Anytime/Tow-away zone, on the South side of the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue.

SECTION 2:

The installation and erection of appropriate signs is hereby authorized; and

SECTION 3:

The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

SECTION 4:

This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (d) of the City Charter. This ordinance shall become effective upon its passage and publication

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2015.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
KRISTINA L. HALE
ASST. CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Roberto Murillo, P.E., P.T.O.E., Traffic Safety Manager

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SUBJECT

2015-O-034 Designating as a one-way westbound, the 2200 Block of Mier Street, between Jarvis Avenue and Bartlett Avenue, during the peak school hours of 7:15 A.M. to 8:15 A.M. and 2:30 P.M. to 4:15 P.M., Monday thru Friday, during school days, providing for the installation of appropriate signs to indicate one-way traffic and providing for publication and effective date. **(AS AMENDED)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Introductory Ordinance approved by city council on February 17, 2015.

BACKGROUND

Blessed Sacrament School representatives met with Traffic Safety Staff and requested that City of Laredo consider evaluating traffic operation around Blessed Sacrament School campus during peak school hours with consideration on improving traffic flow on Mier St., between Bartlett Avenue and Jarvis Avenue to converting into a one-way operation.

The Traffic Safety Division is recommending the designation of the 2200 block of Mier St. into a one-way Westbound, during peak school hours. The effective hours for the one-way operation will be between 7:15 A. M. to 8:15 A. M. and from 2:30 P.M. to 4:15 P.M. Monday thru Friday, during school days.

Blessed Sacrament School agreed to distribute information to parents regarding this proposed street designation prior to the implementation of the one way operation.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

OrdinanceOneWayMierSt.

ORDINANCE NO. 2015-O-34

DESIGNATING AS A ONE-WAY WESTBOUND THE 2200 BLOCK OF MIER STREET, BETWEEN JARVIS AVENUE AND BARTLETT AVENUE, DURING THE PEAK HOURS OF 7:15 A. M. TO 8:15 A. M. AND 2:30 P.M. TO 4:15 P.M, MONDAY THRU FRIDAY, DURING SCHOOL DAYS, PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNS TO INDICATE ONE-WAY TRAFFIC AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. (AS AMENDED)

WHEREAS, Traffic Safety Staff evaluated the school's traffic operation with the intent of having the adjacent roadway of Mier Street, designated as one-way in the west direction, starting on Jarvis Avenue and ending on Bartlett Avenue, during the school peak periods of operation in order to safely load and unload school children; and

WHEREAS, the Traffic Safety Division has recommended in favor of designating Mier Street, as one-way in the west direction during school peak periods of operation; and

WHEREAS, the City Council of the City of Laredo has determined that the safety of the students will be improved by this one-way direction designation;

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

SECTION 1:

The 2200 block of Mier Street, between Jarvis Avenue and Bartlett Avenue, be designated as a one-way westbound, to be effective during the peak hours of 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 4:15 p.m., Monday thru Friday, during school days; and

SECTION 2:

The installation and erection of appropriate signs giving notice thereof be and is hereby approved and authorized; and

SECTION 3:

The City Manager, Chief of Police, and Transportation Director be and are hereby authorized to take necessary steps to carry out this ordinance; and

SECTION 4:

This ordinance shall be published one time in an official newspaper in the City of Laredo and shall be in force and effect from and after the date of such publication.

PASSED BY THE CITY OF COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY _____, 2015.

_____
PETE SAENZ, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
KRISTINA L. HALE
ASST. CITY ATTORNEY

Final Reading of Ordinances

City Council-Regular

Meeting Date: 03/16/2015

Staff Source: Jose Luis Flores, Airport Manager

SUBJECT

2015-O-035 Authorizing the City Manager to execute a Lease Agreement with M & M Air Cargo and Delivery Service, Inc., as LESSEE for approximately 6,017 square feet constituting Section 1 and 2,646 square feet constituting Section 2 of Building No. 170 located at 5103 Maher Avenue at the Laredo International Airport. The term is for two (2) years and six (6) months effective January 1, 2015 and ending on June 30, 2017. For the first six (6) months, the initial monthly rent shall be $2,500.44. Effective July 1, 2015 the monthly rental shall increase to three thousand one hundred twenty five dollars ($3,125.00) as per Fair Market Rent Appraisal; providing for annual CPI rent adjustments; and providing for an effective date.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2011-O-025 dated February 22, 2011.

BACKGROUND

M & M Air Cargo and Delivery Service, Inc., has been a tenant in good standing since 1983.

M&M works hand-in-hand with Airport Staff to promote the Laredo International Airport specifically to attract air cargo operators and users.

The leased premises are used for air cargo operations.

COMMITTEE RECOMMENDATION

On January 28, 2015, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	
Source of Funds:	

Account #: 242-0000-361-1086

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Aeronautical Building Rent
Account No. 242-0000-361-1086
Monthly Rent: $2,500.44 effective January 01, 2015
Monthly Rent: $3,125.00 effective July 01, 2015.

Attachments

M & M Cargo ORD
M & M Cargo DOC

ORDINANCE NO. 2015-O-035

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH M & M AIR CARGO AND DELIVERY SERVICE, INC., AS LESSEE FOR APPROXIMATELY 6,017 SQUARE FEET CONSTITUTING SECTION 1 AND 2,646 SQUARE FEET CONSTITUTING SECTION 2 OF BUILDING NO. 170 LOCATED AT 5103 MAHER AVENUE AT THE LAREDO INTERNATIONAL AIRPORT. THE TERM IS FOR TWO (2) YEARS AND 6 MONTHS EFFECTIVE JANUARY 1, 2015 AND ENDING ON JUNE 30, 2017. FOR THE FIRST 6 MONTHS, THE INITIAL MONTHLY RENT SHALL BE $2,500.44. EFFECTIVE JULY 01, 2015 THE MONTHLY RENTAL SHALL INCREASE TO THREE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS ($3,125.00) AS PER FAIR MARKET RENT APPRAISAL; PROVIDING FOR ANNUAL CPI RENT ADJUSTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease agreement between the City of Laredo, as LESSOR, and M & M Air Cargo and Delivery Service, Inc., as LESSEE, for the approximate 8,663 square feet constituting Sections 1 and 2 of Building No. 170 located at 5103 Maher Avenue at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Advisory Board finds that said Lease Agreement is in the best interest of the Airport and recommends that the City Council approve the proposed amendment; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Board agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a lease agreement between the City of Laredo, as LESSOR, and M & M Air Cargo and Delivery Service, Inc., as LESSEE for the approximate 8,663 square feet constituting Sections 1 and 2 of Building No. 170 located at 5103 Maher Avenue at the Laredo International Airport.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(
COUNTY OF WEBB)(

LEASE AGREEMENT

This amended lease agreement is made and entered into by and between the City of Laredo, Texas, a home rule city hereinafter referred to as "LESSOR" and M & M Air Cargo and Delivery Service, Inc. hereinafter referred to as "LESSEE".

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called ("Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I
PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United states of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Manager, shall be considered the LESSOR for all purposes of this lease.

"PREMISES": Includes the property and building subject to this lease.

"STRUCTURE" OR "STRUCTURAL": Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 **LEASED AREA**:

The LESSOR does hereby lease approximately 8,863 square feet constituting Sections 1 and 2 of Building No. 170 located at 5103 Maher Avenue, Laredo, Webb County, Texas situated on property described as Block No. 1, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM**:

This lease is to be for a term of two (2) years and 6 months commencing on January 01, 2015, and ending on June 30, 2017.

1.03 **RENTAL OBLIGATION**:

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, in advance; the sum of Two Thousand Five Hundred Dollars and forty-four cents ($2,500.44) for the first six (6) months, Effective July 01, 2015 the monthly rent shall increase to Three Thousand One Hundred Twenty Five dollars ($ 3,125.00) base rent for each month starting January 1, 2015 and during remaining term of this lease.

Monthly rentals shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payment (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including:

(a) Any damages to or destruction of the premises or any part thereof;

(b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

(c) Any claim LESSEE has or might have against LESSOR;

(d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.04 **RENTAL ESCALATION:**

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of January 1, 2016, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as that date from that of the preceding calendar year (January-December) average.

Example:

1.	First Anniversary:	Base Rent x CPI = adjustment + base rent = rent for second year.
2.	Second Anniversary:	Second year's rent x CPI = adjustment + second year's rent = rent for third year...etc., annually until lease expiration or any extension thereto.

1.05 **OPERATIONAL REPORTING REQUIREMENTS:**

Within fifteen (15) days after the close of each calendar month of this agreement, LESSEE shall submit to LESSOR, in a form and with detail satisfactory to LESSOR, a true and accurate written monthly Operational Report, for activity conducted by LESSEE during the preceding month. Such report shall detail the number of aircraft serviced by LESSEE during the preceding month to include aircraft owner, operating carrier, aircraft type, aircraft number, weight of the aircraft, net weight of cargo, and any other information which LESSOR may require.

LESSEE'S failure to submit the Operational Report within the required timeframe and Exhibit B which defines the reporting requirements of airline and ground handling companies in accordance with Ordinance No. 99-0-242 will result in a material breach of this lease.

1.06 **DEPOSIT**:

In addition to the initial rental payment called for in paragraph 1.03, LESSEE shall deposit with LESSOR the sum of the amount equivalent to the first month's rent. The deposit held by LESSOR shall always be equivalent to the current rental required

hereunder. The deposit shall be retained by LESSOR during the lease term or any extension thereto, and, upon termination of the lease, shall be returned to LESSEE less and except, and this will serve to authorize LESSOR'S withholding from such deposit, any monies then due and owing to the LESSOR by LESSEE under the terms of this lease, including but not limited to any costs of restoring the premises to the condition called for under the terms hereof, as well as any other indebtedness caused, or charges owing, by LESSEE to LESSOR, reasonable wear and tear excepted.

1.07 **UTILITIES**:

LESSEE shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the premises throughout the term of this lease, including any connections fees.

1.08 **TAXES**:

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.09 **USE AND USE CONFLICT**:

The leased area herein leased is to be used and occupied solely for the purpose of air cargo and related aviation activities and no other use of the leased area is permitted.

Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease or any interest therein be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, but shall constitute a material breach of this contract.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian trustee or receiver be appointed to administer LESSEE'S business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.10 **LATE CHARGE**:

Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by tenant in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this contract.

1.11 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

1.12 **LESSOR'S WARRANTY OF QUIET ENJOYMENT**:

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

1.13 **WARRANTY OF TITLE**:

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

ARTICLE II
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM**:

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures and equipment leased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any persons, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

2.02 **LESSEE'S DUTY TO REPAIR**:

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all repairs whereby structural or non-structural, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed, floor covering and other non-structural repairs. As well a structural repairs including the roof, walls, whether interior or exterior, foundation and any other structural component of the building. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

Damage or injury to the premises, fixtures, appurtenances whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

LESSEE herein agrees to promptly notify LESSOR of any accident to or any defects in, utility system or structure, including, but not limited to, water pipes, drainage pipes, and air conditioning ducts.

The LESSOR or his designee is expressly granted the right to access any utility system for structure and the right to enter the leased area to inspect and repair, if necessary, any such system(s) or structure(s) for its work or repair, the cost of same shall be apportioned among the LESSOR or LESSEES, if used in common, and served by such system(s) or structure(s). The reasonable cost of such repair shall be determined by the LESSOR.

2.03 **ALTERATIONS**:

LESSEE is granted the right to make alterations to the leased area other than structural alterations or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions:

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs o such restoration, upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

2.04 **INDEMNIFICATION**:

LESSEE shall indemnify and hold LESSOR harmless from any and all claims, demands or causes of action, including attorney's fees arising out of or resulting from the use, occupation and possession of the Premises by LESSEE, its agents, employees, patrons, guests and invitees. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore.

2.05 **PROPERTY AND OTHER RISK INSURANCE**:

A. LESSEE, at its sole cost and expense shall, throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of LESSOR and LESSEE against loss or damage, including Property Insurance Coverage with a limit of 100% of the insurable replacement costs of the property on a special cause loss form with a $500,000 extra expense limit for demolition and debris removal. LESSEE shall be the named insured with the LESSOR as the additional named insured to protect by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief and all risk of direct physical loss, including flood and earthquake in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation (hereinaftercall "Full Insurable Value"). LESSEE shall name the City of Laredo as loss payee. In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreements, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by LESSEE and reasonably acceptable to LESSOR to determine the Full Insurable Value as defined in this provision. The resulting determination shall be conclusive between the parties for the purpose of this Section. The expense of this appraisal shall be borne by LESSEE.

B. LESSEE, at its sole cost and expense shall, during the construction of any improvements on the Premises, keep or cause to be kept Builders Risk Coverage as follows:

1. All Risk Builders insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.

3. The Builders Risk policy must provide coverage for materials that are within 1,000 feet of the building site that are to be incorporated into the building of the structure.

4. The deductible shall not exceed $5,000.

2.06 **OBLIGATION OF LESSEE**:

During the term of this Lease, except as provided in Section 2.08 below, should the improvements constructed by LESSEE upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, LESSEE shall give prompt notice to LESSOR. LESSEE, at its own cost and expense, shall promptly repair, and rebuild the same to the extent as the prior value of, and as near as is practicable to the character of the buildings and improvements existing immediately prior to such damage. Such repairs, replacements or rebuilding shall be made by LESSEE and in accordance with the following terms and conditions.

A. Prior to commencing such repairs, LESSEE shall deliver to LESSOR a set of preliminary construction plans and specifications for LESSOR'S approval. In the event the preliminary plans and specifications are disapproved, LESSEE will be notified in writing. The notice shall specify in detail the reasons for the disapproval. LESSOR shall specify the corrections to the specifications and plans.

B. Upon approval of the preliminary plans and specifications by LESSOR. LESSEE shall prepare or cause to be prepared, final working plans and specifications. These shall conform to the preliminary plans and specifications. Upon completion of the final working plans and specifications, LESSEE shall submit the same to appropriate governmental agencies for approval. Upon approval by such agency and the issuance of permits for the commencement of construction, LESSEE shall deliver to LESSOR one complete set of the final working plans and specifications as approved by the appropriate governmental agencies. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are made to comply with suggestions, requests or requirements of the governmental agencies.

C. LESSOR may require LESSEE to furnish a performance and payment bond, and, if requested, Builder's Risk Insurance.

D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies, and said proceeds of such insurance policy or policies shall have been paid to LESSEE, LESSEE shall commence such repair, replacement or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

2.07 **INSURANCE PROCEEDS**:

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSEE and LESSOR during construction to pay the cost of such work.

If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, LESSEE shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by LESSEE.

2.08 **CANCELLATION OF LEASE**:

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, LESSEE shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this lease by giving LESSOR written notice of its election to do so within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by LESSOR. All rents payable under this lease shall be prorated and paid to the date of such termination. The receipt of all insurance proceeds by LESSOR will relieve LESSEE from any responsibility to restore the leased premises to their former condition and their obligation relating to improvements on the premises.

2.09 **CONTENTS**:

Insurance on the contents of the building improvements and on the leased premises is the sole responsibility of the LESSEE.

2.10 **LIABILITY INSURANCE**:

A. Prior to the conduct of its operations on the Airport, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas, of the following types and minimum amounts:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,00.00 per occurrence and $2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000.00 products/completed operations aggregate), ~~and XCU (Explosion, Collapse, Underground) hazards~~. Coverage must be written on an occurrence form. Contractual Liability must be maintained

covering LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

~~4. Hangarkeepers Legal Liability, if applicable, at minimum limits of $2,000,000 per-aircraft/$2,000,000 per-occurrence.~~

~~5. Umbrella Liability at minimum limits of $5,000,000 each-occurrence and $5,000,000 aggregate with respect to Primary Commercial General Liability, Automobile Liability, and Employers Liability including coverage for aircraft, repair, fueling and or refueling.~~

~~6. Pollution Insurance, if applicable as determined by Lessor, in a minimum amount of $1,000,000.00.~~

7. In the event that LESSEE acquires aircraft during the term of this Lease, LESSEE shall provide LESSOR with adequate insurance coverage as per LESSOR'S requirements.

B. Each of the above liability insurance, with the exception of the workers' compensation policy, shall include the LESSOR as a named additional insured and provide under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the terms of this Lease. All policies shall be endorsed with waiver of subrogation in favor of the certificate holder. In addition, each policy shall be endorsed to be primary and non-contributory regardless of the application of other insurance. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a partner or joint venturer with LESSEE in its business conducted on the Airport.

C. Each of the above insurance policies shall contain a waiver of subrogation in favor of the LESSOR.

D. LESSEE'S Commercial General Liability Insurance Policy shall protect the LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE at the Airport.

E. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

F. Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the Airport Manager. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to Airport Manager at least sixty (60) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Lease within ten (10) days of the execution of this Lease and annually thereafter thirty (30) days prior to the renewal of such insurance upon request by the LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

G. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

H. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR, consistent with the terms and conditions of this Lease; provided, however, such increases or additions shall not be in excess of or in addition to customary insurance coverage in the aviation industry as determined by the Airport Operators Council International. LESSEE shall promptly comply with said increase or other change.

LESSEE agrees that any subcontractor(s) hired by the LESSEE shall be required to maintain insurance coverages equal to that required by the LESSEE. It is the responsibility of the LESSEE to assure compliance with this provision. LESSOR accepts no responsibility arising out of the conduct of or lack of conduct of any such contractor of the LESSEE.

2.11 **INSURANCE POLICIES AND MODIFICATIONS**:

Certified copies of all LESSEE'S insurance policies and modifications shall be deposited with LESSOR no later than ten (10) days after the execution of this Lease. In no event shall LESSEE, its employees, guests, invitees, contractors access the Premises without first obtaining the insurance policies required by this Agreement.

ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 **LESSEE'S DEFAULT**:

It is covenanted and agreed to by both parties that in the event that:

(1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or

(2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or

(4) LESSEE assigns or subleases or otherwise transfers this lease; or

(5) LESSEE files a voluntary petition of bankruptcy or makes a general assignment for the benefit of creditors; or

(6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service or such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective tenants for the remainder of the term of this lease, and LESSEE shall be liable for any

loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.02 **RIGHTS ON DEFAULT**:

LESSOR shall have a statutory landlord's lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery and any other personal property which LESSEE now or at any time hereafter may place in or upon the premises, all exemption of said property, or any part of it being herein expressly waived by the LESSEE.

LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

Default on rent entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rent due, without waiving LESSOR'S right to the total rent due.

3.03 **ATTORNEY'S FEES**:

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 **HOLDING OVER**:

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 **ABANDONMENT**:

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair any damages.

3.06 **LESSOR'S REPRESENTATION AND WAIVER**:

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

The waiver by LESSOR to LESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.07 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT**:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or otherwise be subjected to discrimination;

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

(4) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made or issued.

(d) AIRPORT AND AIRWAYS DEVELOPMENT ACT OF 1970: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with the land that:

1. LESSEE will furnish services on a fair, equal and not unjustly discrimination basis for all users thereof;

2. LESSEE will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the LESSEE shall give discounts, rebates, or other similar types of price reduction to volume purchasers;

3. LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that he will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE IV
MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE**:

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED**:

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **CAPTIONS**:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

4.04 **CONSTRUED PURSUANT TO TEXAS LAW**:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 **RE-ENTRY**:

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 **NON-EXCLUSIVE USE OF PARKING AREA**:

LESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for the use of such areas.

4.07 **BINDING AGREEMENT**:

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and insure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.08 **NOTICES**:

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

M & M Air Cargo and Delivery Service, Inc.
Attn: Mr. Guillermo Castro, President
5103 Maher Avenue
Laredo, TX 78041

and to LESSOR: Office of the Airport Manager
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

4.09 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**:

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.10 **OUTSIDE STORAGE PROHIBITED**:

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.11 **FIRE CLAUSE**:

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option to cancel this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall

mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 **AREA SURROUNDING BUILDING**:

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, and as shown on the attached Exhibit A to include the right-of-way areas up to the street curb. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the building (s) and/or grounds associated with the lease agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of building(s) and/or grounds, within ten (10) days of receipt of statement. Failure to so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.13 **GARBAGE STORAGE AND DISPOSAL**:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding it storage and disposal.

4.14 **IMPROVEMENTS VESTED IN LESSOR**:

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said building so long as LESSEE is not in default of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.15 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City and United States of America and its agents included but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if said provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose et forth in Paragraph 1.10; titled "Use and Use Conflict" in this agreement.

4.16 NATIONAL EMERGENCY:

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

4.17 AIRPORT HAZARD:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.18 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.19 **AERIAL APPROACHES**:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.20 **AIRPORT SECURITY:**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time. Should LESSEE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and LESSOR should be cited a civil penalty for the LESSEE'S breach of security, LESSEE agrees to reimburse LESSOR for any monetary civil penalty which may be imposed upon LESSOR by the Federal Aviation Administration.

4.21 **TIME OF ESSENCE**:

Time is of the essence in this agreement.

4.22 **PREMISES LEASED "AS IS"**:

Premises are leased AS IS and there is no expressed or implied warranty on the condition or suitability of the building.

4.23 **PROVISIONS**:

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

4.24 **AGREEMENT**:

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon and the LESSOR unless expressed in writing in this Agreement.

EXECUTED on this _____ day of _____, 2015.

CITY OF LAREDO
a municipal corporation

By:_____
JESUS M. OLIVARES
CITY MANAGER

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY:_____
KRISTINA L. HALE
ASSISTANT CITY ATTORNEY

M & M AIR CARGO AND DELIVERY SERVICE, INC.

BY:_____
GUILLERMO CASTRO
PRESIDENT

Resolutions **15.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Gustavo Guevara, Jr., City Secretary

SUBJECT

2015-R-25 Canvassing the returns of the Special City Election held on Saturday, March 7, 2015; ordering and to fill a vacancy for Council Member for District VII; approving the results and ordering a Special Runoff Election; designating a runoff date; designating polling places; providing for publication; and authorizing the City Manager to enter into a contract with Webb County Elections Administrator for the purpose of conducting the election.

PREVIOUS COUNCIL ACTION

On July 21st, 2014, Resolution 2014-R-113 was passed by City Council, proclaiming the Special City Election to be held on March 7, 2015.

BACKGROUND

Recall election for District VII.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That the Resolution be passed so that the special election may be canvassed and the runoff election proclaimed.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Elections
Account #:	101-1720-513.55-96
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

Resolution Canvassing Election

RESOLUTION 2015-R-025

CANVASSING THE RETURNS OF THE SPECIAL CITY ELECTION HELD ON SATURDAY, MARCH 7, 2015 TO FILL A VACANCY FOR COUNCIL MEMBER FOR DISTRICT VII; APPROVING THE RESULTS AND ORDERING A SPECIAL RUNOFF ELECTION; DESIGNATING A RUNOFF DATE; DESIGNATING POLLING PLACES; PROVIDING FOR PUBLICATION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WEBB COUNTY ELECTIONS ADMINISTRATOR FOR THE PURPOSE OF CONDUCTING SAID RUNOFF ELECTION.

WHEREAS, by Resolution 2014-R-113 approved on July 21, 2014, the Council ordered a Special City Election to be held on March 7, 2015 to elect the following City Officials:

COUNCIL MEMBER FOR DISTRICT VII

WHEREAS, said City Council has investigated all matters pertaining to said election, including ordering, giving notice, and the election officers holding and making return of said special election; and

WHEREAS, the City Council hereby officially found and determined that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all in accordance with the Election Code and the resolution calling said general election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OFLAREDO THAT:

Section 1: The City Council finds and determines that said election was duly called and ordered, that proper notice was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that due returns of the result of said election were made and delivered, all in accordance with the Election Code and the order calling said general election; that the City Council has duly canvassed said returns, all in accordance with the law and the resolution calling said election.

Section 2: The City Council officially finds and determines that the following votes were cast at said elections, as per attached tabulation returns included in this resolution, for the following candidates by the resident, qualified electors of the City of Laredo, who voted at said elections with the following results:

CANDIDATES	EARLY VOTING	PERCENT	TOTAL (EV + Election day votes)	PERCENT
Juan Chavez	**105**	*10.71*	**128**	*9.18*
Hector Lee Patiño	**194**	*19.80*	**270**	*19.35*
Arturo Pantoja	**175**	*17.86*	**238**	*17.06*
Daniel "Danny" Reyes	**102**	*10.41*	**156**	*11.18*
Guillermo (Memo) Castro	**112**	*11.43*	**163**	*11.68*
George J. Altgelt	**292**	*29.80*	**440**	*31.54*

Section 3: The above returns of said special election be and are hereby approved and declared to be in due form as required by law, and that the candidates shown above receiving a majority of the votes for their respective office, and that said successful candidates are entitled to fill the respective office by qualifying therefore as required by law and that those respective offices where no candidate receives a majority vote then the two candidates receiving the highest and second highest number of votes shall be the successful candidates to participate in a runoff election.

Section 4: There shall be a runoff election between the two candidates who received the highest and second highest number of votes in said special election, namely: Hector Lee Patiño and George Altgelt for the position of Council Member District VII.

Section 5: A runoff election is hereby ordered to be held and conducted within and for the City of Laredo on April 25, 2015 for the purpose of electing the following City Officials: COUNCILMEMBER FOR DISTRICT VII.

Section 6: The order in which the names of the aforementioned candidates will appear on the ballot shall be determined by a drawing to be made by the City Secretary in compliance with the Election Code. The date of the drawing shall be held on Tuesday, March 17th at 5:30 p.m. at the City Hall Conference Room located on the 3rd floor of City Hall, 1110 Houston, Laredo, Texas.

Section 7: The polls at each designated polling place on said runoff elections, as set forth in "Exhibit A" which is attached hereto and made part of this resolution for all purposes, on said day shall be open from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 8: The Presiding Judges shall appoint not less than two qualified election clerks to serve and assist in conducting said election, provided that if the Presiding Judge actually serves as expected, the Alternate Presiding Judge shall be one of such clerks.

Section 9: The period for Early Voting by personal appearance shall begin on April 8, 2015 and shall continue through April 21, 2015 with the exceptions as provided in the Early Voting schedule in “Exhibit A”. The main polling place for early voting shall be Webb County Administration Building, located at 1100 Washington Street, Laredo, Texas and such other branch and mobile voting places and dates as set forth in "Exhibit A" attached hereto. The Administration Building and City Hall shall remain open from 8:00 o'clock A.M. to 5:00 o'clock p.m. on each day designated for early voting. The designated polling placesshall not be open on Saturdays, Sundays or official holidays, except as otherwise provided for in schedule of "Exhibit A".

Section 10: The Early Voting Clerk for said election shall be appointed by the Webb CountyElections Administrator.

Section 11: Applications for ballots by mail shall be conducted by the Webb County Elections Administrator. All ballot applications and ballots voted by mail shall be sent to the Webb County ElectionsAdministrator, 1100 Washington, P.O. Box 233, Laredo, Texas 78042-0233.

Section 12: Notice of said election shall be given by posting a substantial copy of this resolution at City Hall on the bulletin board used for posting notices of the meetings of the City Council, and a substantial copy of this resolution also shall be published in a local newspaper of general circulation in accordancewith the Texas Election Code.

Section 13: Said election shall be conducted at each designated voting place and the ballot to be used at such election shall be printed in the form required by the Texas Election Code and manufacturer'sspecifications with names of candidates printed thereon in full and prepared in such manner as specifiedby the Texas Election Code. That this election is to be conducted utilizing the AIS 315 Tabulation System on Saturday, April 25, 2015 and also can be conducted utilizing iVotronic Electronic Units during the election.

Section 14: Immediately after the votes at such special runoff elections have been conducted and proper returns thereof made to the City Council, said City Council shall meet on May 4, 2015 and that said meeting shall be posted in accordance to State Law governing Open Meetings. For the purpose of canvassing a city election, only two members of the city council are needed to constitute a quorum as per Election Code 67.004(a). The purpose of said meeting is to canvass the election and cause to be entered in the proper records of the City of Laredo, Texas, its official declaration of or order showing the actual and true results of said special runoff elections.

Section 15: The City Council hereby authorizes the City Manager to enter into a contract agreement with the Webb County Elections Administrator to conduct said elections and accept the terms andconditions as set forth in the contract attached hereto and identified as "Exhibit B”.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 16TH DAY OF MARCH, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Ramon Chavez, Building Services Director

SUBJECT

2015-R-26 Authorizing fee waivers and a tax abatement agreement between the City of Laredo and Laredo Federal Credit Union for the rehabilitation and expansion of commercial property located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The proposed Commercial Property eligible for rehabilitation includes rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. in the total amount of $218,099.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,389.29 and estimated total fee waiver of $1,552.49 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Laredo Federal Credit Union is proposing a Commercial project located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The commercial project will consists of rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. The estimated capital investment of the Commercial project is $218,099.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and

street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $1,552.49 and estimated five (5) year total tax abatement is anticipated to be $6,946.45.

Attachments

Council Comm

Resolution

Tax Abatement Agreement

COUNCIL COMMUNICATION

DATE: 3/16/2015	**SUBJECT: RESOLUTION NO. 2015-R-26** **Authorizing fee waivers and a tax abatement agreement between the City of Laredo and Laredo Federal Credit Union for the rehabilitation and expansion of commercial property located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The proposed Commercial Property eligible for rehabilitation includes rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. in the total amount of $218,099.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,389.29 and estimated total fee waiver of $1,552.49 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.**

INITIATED BY: Horacio A. De Leon, Jr. Assistant City Manager	**STAFF SOURCE:** Ramon E. Chavez, P.E., Director Building Development Services Department

PREVIOUS COUNCIL ACTION:
Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND:
The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

Laredo Federal Credit Union is proposing a Commercial project located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The commercial project will consists of rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. The estimated capital investment of the Commercial project is $218,099.00. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

FINANCIAL IMPACT:
Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $1,552.49 and estimated five (5) year total tax abatement is anticipated to be $6,946.45.

COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff **recommends** that City Council approve this resolution.

RESOLUTION NO. 2015-R-26

Authorizing fee waivers and a tax abatement agreement between the City of Laredo and Laredo Federal Credit Union for the rehabilitation and expansion of commercial property located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division. The proposed Commercial Property eligible for rehabilitation includes rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. in the total amount of $218,099.00 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $1,389.29 and estimated total fee waiver of $1,552.49 based on capital investment for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, Laredo Federal Credit Union is proposing a Commercial project located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division within the NEZ District III, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The commercial project located at 1119 Corpus Christi St. is hereby approved for fee waivers, which will approximately total $1,552.49 and tax abatement, which will approximately total $1,389.29 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2015.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

_____

GUSTAVO GUEVARA, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: RAUL CASSO

CITY ATTORNEY

_____

BY: KRISTINA LAUREL HALE

FIRST ASSITANT CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between Laredo Federal Credit Union duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

WHEREAS, Laredo Federal Credit Union is the owner of the land located within said reinvestment zone and described as 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Laredo Federal Credit Union have this day entered into the following contract and agreement:

I. TERM. This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. <u>Project</u>

Laredo Federal Credit Union shall cause to be rehabilitation of the existing structure and construction of a new addition located at 1119 Corpus Christi St., Replat of Lot 1A Block 631 Eastern Division that consists of rehabilitation of the existing 5,218 sq. ft. structure and addition of 874 sq. ft. respectively with an estimated value of at least $218,099.00 and Laredo Federal Credit Union agrees to limit the use of the property described herein for said Commercial use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. <u>Completion Date</u>

Laredo Federal Credit Union certifies that the project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond Laredo Federal Credit Union reasonable control as determined by the City of Laredo in its sole discretion, which

shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

Laredo Federal Credit Union covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and shall be continuously used as Commercial Property.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to Laredo Federal Credit Union a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately $6,946.45 The certified Base Value for the year 2014 as determined by the Webb County Appraisal District is 1,054,930.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $1,552.49.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to Laredo Federal Credit Union the City shall have and Laredo Federal Credit Union shall provide access to the Property in order for the City to inspect the Property and evaluate the Required Improvements to ensure compliance with the terms and conditions of this Agreement. Laredo Federal Credit Union shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Laredo Federal Credit Union shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. Laredo Federal Credit Union, shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

Laredo Federal Credit Union shall be in default of this Agreement if Laredo Federal Credit Union refuses, fails or neglects to substantially comply with the development of the property or discontinues the Commercial use as required by the terms of this Agreement, or if any representation made by Laredo Federal Credit Union is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to Laredo Federal Credit Union. If the City terminates this Agreement as a result of default by Laredo Federal Credit Union, the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to Laredo Federal Credit Union and Laredo Federal Credit Union hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude Laredo Federal Credit Union from disputing the bill.

VII. TERMINATION AT WILL

If the City and Laredo Federal Credit Union mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and Laredo Federal Credit Union may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and Laredo Federal Credit Union and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2015, by City of Laredo.

BY: _____
Jesus Olivares, Interim City Manager

ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

_____
Kristina Laurel Hale
First Assistant City Attorney

Executed this the day of _____, 2015, by Laredo Federal Credit Union

BY: _____
Name: _____
Title: _____

Resolutions **17.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Tem-Kil Co., Ins.

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2015-R-27 Accepting the donation of a tract of land, being Lot No. one (1), Block No. one hundred ninety-three (193), Western Division of the City of Laredo (802 Washington St.), donated by Tem-Kil Co., Inc., and Ms. Lucille DeWitt, President.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City was contacted by representatives of Tem-Kil Co., Inc., offering to donate the property located at 802 Washington St. to the City of Laredo.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that the donation be accepted.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Cost of accrued ad valorem taxes (2015) and closing cost.

Attachments

Reso accepting donation

RESOLUTION NO. 2015-R-027

ACCEPTING THE DONATION OF A TRACT OF LAND, BEING LOT NUMBER ONE (1), BLOCK NUMBER ONE HUNDRED NINETY-THREE (193), WESTERN DIVISION OF THE CITY OF LAREDO (802 WASHINGTON ST.), DONATED BY TEM-KIL CO., INC. AND MS. LUCILLE DEWITT, PRESIDENT

WHEREAS, Tem-Kil Co., Inc. wishes to donate a tract of land, being Lot Number One (1), Block Number One Hundred Ninety-Three (193), Western Division of the City Of Laredo (802 Washington St.), as set forth in the attached Exhibit 1 (incorporated herein by reference as if set out in full for all intents and purposes) to the City; and

WHEREAS, Tem-Kil Co., Inc., shall execute Donation/Gift Special Warranty Deed, conveying said tract to the City; and

WHEREAS, the City Council finds it to be in the public interest and benefit to accept the said conveyance of said tract and further finds it to be a benefit to the public and in the public interest.

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

Section 1: It gratefully acknowledges and thanks Tem-Kil Co., Inc. and Ms. Lucille Dewitt, President for their generosity; and.

Section 2: It hereby accepts the donation of the property, being Lot Number One (1), Block Number One Hundred Ninety-Three (193), Western Division of the City Of Laredo (802 Washington St.); and

Section 3: It hereby directs that the property be closed on as quickly as possible with the City to incur ad valorem taxes for the 2015 tax year and closing costs.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF MARCH, 2015.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

Situated in Webb County, Texas, and being Lot Number One (1), in Block Number One Hundred Ninety-Three (193), Western Division of the City of Laredo, SAVE and EXCEPT a small tract out of said Lot recorded by the State of Texas for right-of-way purposes, more particularly described by metes and bounds as follows:

A tract of land originally a part of Lot Number One (1), in Block Number One Hundred Ninety-Three (193), Western Division of the City of Laredo, same to be considered as Point of Beginning:

Thence, North a distance of 69.44' lineal feet to a point, same being the Original Northeast corner of Lot No.1, Block No. 193, Western Division;

Thence, West a distance of 6.95' lineal feet to a point being the New Northeast corner of Lot No.1, Block No. 193, Western Division;

Thence, South a distance of 69.44' lineal feet to a point being the New Southeast corner of Lot No.1, Block No. 193, Western Division;

Thence, East a distance of 6.95' lineal feet to the Point of Beginning and completing traverse and enclosing an area of 482.60 S.F, which are now State Right-of-Way.

EXHIBIT 1

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Elizabeth Martinez, RTA Tax Assessor-Collector

SUBJECT

Approving monthly adjustments to the tax roll. The amounts to be adjusted for the month of February 2015, represent a decrease of $126,141.62. These adjustments are determined by the Webb County Appraisal District and by court orders.

PREVIOUS COUNCIL ACTION

Approves tax roll each year.

BACKGROUND

Under Section 26.09, Calculation of Tax, paragraph (e) of the Texas Property Tax Code, "the Assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amount of tax entered as approved by the governing body constitutes the unit's tax roll. It was the recommendation of the City Attorney and the Tax Collections Attorney, that adjustments be approved each month, in addition to the tax roll being accepted with adjustments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

"Potential revenues will decrease due to a decrease in levy in the amount of $126,141.62."

Attachments

February 2015 Adjustments

TAX ADJUSTMENT LISTING
2/01/15 - 2/28/15
BY TRANSACTION DATE
RECAP TOTALS BY ENTITY/YEAR

All account types
All roll codes

ENTITY/YR	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
LARE 94	.00	.00	.00	14494.65-	.00	.00	.00	.00
LARE 03	.00	.00	.00	36.90-	.00	.00	.00	.00
LARE 04	.00	.00	.00	111585.12-	.00	.00	.00	.00
LARE 07	.00	.00	.00	.00	.00	.00	.00	136.50-
LARE 08	.00	.00	.00	.00	.00	.00	.00	283.77-
LARE 10	.00	.00	.00	.00	.00	.00	5563.87	4802.46-
LARE 11	.00	.00	.00	.00	.00	.00	5118.99	4294.47-
LARE 12	.00	.00	.00	.00	3124.61	.00	5174.17	7053.51-
LARE 13	.00	.00	.00	.00	20.08	.00	1495.42	2097.80-
LARE 14	.00	.00	8389.54	24.50-	129066.14	.00	17065.62	15701.49-
LARE TOTALS	.00	.00	8389.54	126141.17-	132210.83	.00	34418.07	34370.00-
NSF 04	.00	.00	.00	25.00-	.00	.00	.00	.00
NSF TOTALS	.00	.00	.00	25.00- ✓	.00	.00	.00	.00
RP14 14	.00	.00	21.59	.45-	.00	.00	.00	23.07-
RP14 TOTALS	.00	.00	21.59	.45- ✓	.00	.00	.00	23.07-
RTN 14	175.00	.00	.00	.00	.00	.00	.00	25.00-
RTN TOTALS	175.00	.00	.00	.00	.00	.00	.00	25.00-
TOTALS	175.00	.00	8411.13	126166.62-	132210.83	.00	34418.07	34418.07-

(126,116.67)

FEBRUARY 2015

2014	(24.50)
PRIOR	(126,116.67)
RP14	(.45)
NSF	(25.00)
RTN	175.00
	(125,991.62)

2014	(24.50)
PRIOR	(126,116.67)
RP14	(.45)
	(126,141.62) C.C. AGENDA
NSF	(25.00)
RTN	175.00
	(125,991.62)

ENTITY/YR		BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
LARE	07	60.88-	7.24-	50.65-	17.73-	.00	.00	136.50-	TRANSFERS TO
LARE	08	133.38-	16.01-	97.37-	37.01-	.00	.00	283.77-	TRANSFERS TO
LARE	10	3062.12	367.45	1408.58	725.72	.00	.00	5563.87	TRANSFERS FROM
LARE	10	3241.31-	21.50-	1496.38-	43.27-	.00	.00	4802.46-	TRANSFERS TO
LARE	11	3048.56	365.82	1036.91	667.70	.00	.00	5118.99	TRANSFERS FROM
LARE	11	3166.61-	16.54-	1080.54-	30.78-	.00	.00	4294.47-	TRANSFERS TO
LARE	12	.00	.00	.00	.00	.00	3124.61	3124.61	CREDIT REFUND
LARE	12	3351.16	399.63	753.08	670.30	.00	.00	5174.17	TRANSFERS FROM
LARE	12	3208.23-	5.75-	701.67-	9.77-	.00	3128.09-	7053.51-	TRANSFERS TO
LARE	13	.00	.00	.00	.00	.00	20.08	20.08	CREDIT REFUND
LARE	13	1047.96	125.51	127.19	194.76	.00	.00	1495.42	TRANSFERS FROM
LARE	13	1640.03-	155.44-	193.91-	108.42-	.00	.00	2097.80-	TRANSFERS TO
LARE	14	8389.54	.00	.00	.00	.00	.00	8389.54	PAYMENT VOID
LARE	14	.00	.00	.00	.00	.00	129066.14	129066.14	CREDIT REFUND
LARE	14	4650.81	197.55	32.92	.00	.00	12184.34	17065.62	TRANSFERS FROM
LARE	14	15024.60-	339.15-	56.52-	.00	.00	281.22-	15701.49-	TRANSFERS TO
LARE	TOTALS	2924.89-	894.33	318.36-	2011.50	.00	140985.86	140648.44	
NSF	TOTALS	.00	.00	.00	.00	.00	.00	.00	
RP14	14	21.59	.00	.00	.00	.00	.00	21.59	PAYMENT VOID
RP14	14	23.07-	.00	.00	.00	.00	.00	23.07-	TRANSFERS TO
RP14	TOTALS	1.48- ✓	.00	.00	.00	.00	.00	1.48-	
RTN	14	25.00-	.00	.00	.00	.00	.00	25.00-	TRANSFERS TO
RTN	TOTALS	25.00-	.00	.00	.00	.00	.00	25.00-	
	TOTALS	2951.37-	894.33	318.36-	2011.50	.00	140985.86	140621.96	

(940.64)

(1,984.25)

2014	(1,984.25)
PRIOR	(940.64)
RP14	(1.48)
RTN	(25.00)
	(2,951.37)

TAX ADJUSTMENT LISTING
2/01/15 - 2/28/15
BY TRANSACTION DATE
RECAP TOTALS BY ADJUSTMENT CODE

All account types
All roll codes

ADJ CODE	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
APCR	.00	.00	.00	.00	.00	.00	2827.99	2827.99-
CBR	.00	.00	.00	.00	132210.83	.00	.00	.00
CLOS	.00	.00	2802.99	.00	.00	.00	.00	.00
COOR	.00	.00	.00	.00	.00	.00	15472.30	15472.30-
DAU1	.00	.00	.00	24.95-	.00	.00	.00	.00
NSF	.00	.00	4795.40	.00	.00	.00	.00	.00
OTHR	.00	.00	812.74	.00	.00	.00	1982.81	1982.81-
QTLY	.00	.00	.00	.00	.00	.00	137.53	137.53-
RTN	175.00	.00	.00	.00	.00	.00	.00	.00
TRNF	.00	.00	.00	.00	.00	.00	13997.44	13997.44-
YEAR	.00	.00	.00	126141.67-	.00	.00	.00	.00
TOTALS	175.00	.00	8411.13	126166.62-	132210.83	.00	34418.07	34418.07-

TAX ADJUSTMENT LISTING
2/01/15 - 2/28/15
BY TRANSACTION DATE

All account types
All roll codes

PAYMENT RECAP TOTALS BY YEAR/ADJUSTMENT CODE

YR/ADJ CODE	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
14 TOTALS	.00	.00	.00	.00	.00	.00	.00	
03 TOTALS	.00	.00	.00	.00	.00	.00	.00	
04 TOTALS	.00	.00	.00	.00	.00	.00	.00	
07 OTHR	60.88-	7.24-	50.65-	17.73-	.00	.00	136.50-	TRANSFERS TO
07 TOTALS	60.88-	7.24-	50.65-	17.73-	.00	.00	136.50-	
08 TRNF	133.38-	16.01-	97.37-	37.01-	.00	.00	283.77-	TRANSFERS TO
08 TOTALS	133.38-	16.01-	97.37-	37.01-	.00	.00	283.77-	
10 COOR	3062.12	367.45	1408.58	725.72	.00	.00	5563.87	TRANSFERS FROM
10 COOR	3062.12-	.00	1408.58-	.00	.00	.00	4470.70-	TRANSFERS TO
10 TRNF	179.19-	21.50-	87.80-	43.27-	.00	.00	331.76-	TRANSFERS TO
10 TOTALS	179.19-	345.95	87.80-	682.45	.00	.00	761.41	
11 COOR	3028.62	363.43	1029.73	663.27	.00	.00	5085.05	TRANSFERS FROM
11 COOR	3028.62-	.00	1029.73-	.00	.00	.00	4058.35-	TRANSFERS TO
11 OTHR	19.94	2.39	7.18	4.43	.00	.00	33.94	TRANSFERS FROM
11 OTHR	19.94-	2.39-	7.18-	4.43-	.00	.00	33.94-	TRANSFERS TO
11 TRNF	118.05-	14.15-	43.63-	26.35-	.00	.00	202.18-	TRANSFERS TO
11 TOTALS	118.05-	349.28	43.63-	636.92	.00	.00	824.52	
12 CBR	.00	.00	.00	.00	.00	3124.61	3124.61	CREDIT REFUND
12 COOR	3130.03	375.60	688.61	629.14	.00	.00	4823.38	TRANSFERS FROM
12 COOR	3130.03-	.00	688.61-	.00	.00	3124.61-	6943.25-	TRANSFERS TO
12 OTHR	20.86	.00	14.40	.00	.00	.00	35.26	TRANSFERS FROM
12 OTHR	78.20-	5.75-	13.06-	9.77-	.00	3.48-	110.26-	TRANSFERS TO
12 TRNF	200.27	24.03	50.07	41.16	.00	.00	315.53	TRANSFERS FROM
12 TOTALS	142.93	393.88	51.41	660.53	.00	3.48-	1245.27	
13 CBR	.00	.00	.00	.00	.00	20.08	20.08	CREDIT REFUND
13 OTHR	847.69	101.48	101.15	157.21	.00	.00	1207.53	TRANSFERS FROM
13 OTHR	1360.29-	121.87-	163.14-	56.81-	.00	.00	1702.11-	TRANSFERS TO
13 TRNF	200.27	24.03	26.04	37.55	.00	.00	287.89	TRANSFERS FROM
13 TRNF	279.74-	33.57-	30.77-	51.61-	.00	.00	395.69-	TRANSFERS TO
13 TOTALS	592.07-	29.93-	66.72-	86.34	.00	20.08	582.30-	
14 APCR	.00	.00	.00	.00	.00	2827.99	2827.99	TRANSFERS FROM
14 APCR	2643.16-	158.43-	26.40-	.00	.00	.00	2827.99-	TRANSFERS TO
14 CBR	.00	.00	.00	.00	.00	129066.14	129066.14	CREDIT REFUND
14 CLOS	2802.99	.00	.00	.00	.00	.00	2802.99	PAYMENT VOID
14 NSF	4795.40	.00	.00	.00	.00	.00	4795.40	PAYMENT VOID
14 OTHR	812.74	.00	.00	.00	.00	.00	812.74	PAYMENT VOID
14 OTHR	683.46	19.39	3.23	.00	.00	.00	706.08	TRANSFERS FROM
14 QTLY	128.53	7.71	1.29	.00	.00	.00	137.53	TRANSFERS FROM
14 QTLY	137.53-	.00	.00	.00	.00	.00	137.53-	TRANSFERS TO
14 TRNF	3838.82	170.45	28.40	.00	.00	9356.35	13394.02	TRANSFERS FROM
14 TRNF	12291.98-	180.72-	30.12-	.00	.00	281.22-	12784.04-	TRANSFERS TO
14 TOTALS	2010.73-	141.60-	23.60-	.00	.00	140969.26	138793.33	
TOTALS	2951.37-	894.33	318.36-	2011.50	.00	140985.86	140621.96	

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
94 R 1	.00	.00	.00	14494.65-	.00	.00	.00	.00
94 TOTALS	.00	.00	.00	14494.65-	.00	.00	.00	.00
03 R 1	.00	.00	.00	36.90-	.00	.00	.00	.00
03 TOTALS	.00	.00	.00	36.90-	.00	.00	.00	.00
04 R 1	.00	.00	.00	111610.12-	.00	.00	.00	.00
04 TOTALS	.00	.00	.00	111610.12-	.00	.00	.00	.00
07 R 1	.00	.00	.00	.00	.00	.00	.00	136.50-
07 TOTALS	.00	.00	.00	.00	.00	.00	.00	136.50-
08 R 1	.00	.00	.00	.00	.00	.00	.00	283.77-
08 TOTALS	.00	.00	.00	.00	.00	.00	.00	283.77-
10 R 1	.00	.00	.00	.00	.00	.00	5563.87	4802.46-
10 TOTALS	.00	.00	.00	.00	.00	.00	5563.87	4802.46-
11 R 1	.00	.00	.00	.00	.00	.00	5118.99	4294.47-
11 TOTALS	.00	.00	.00	.00	.00	.00	5118.99	4294.47-
12 R 1	.00	.00	.00	.00	3124.61	.00	5174.17	7053.51-
12 TOTALS	.00	.00	.00	.00	3124.61	.00	5174.17	7053.51-
13 R 1	.00	.00	.00	.00	20.08	.00	1495.42	2097.80-
13 TOTALS	.00	.00	.00	.00	20.08	.00	1495.42	2097.80-
14 R 1	175.00	.00	8411.13	24.95-	129066.14	.00	17065.62	15749.56-
14 TOTALS	175.00	.00	8411.13	24.95-	129066.14	.00	17065.62	15749.56-
TOTALS	175.00	.00	8411.13	126166.62-	132210.83	.00	34418.07	34418.07-

YR/ROLL/PD	BASE TAX	PENALTY	INTEREST	COLL FEE	DISCOUNT	UNAPPLIED	TOTAL	
94 TOTALS	.00	.00	.00	.00	.00	.00	.00	
03 TOTALS	.00	.00	.00	.00	.00	.00	.00	
04 TOTALS	.00	.00	.00	.00	.00	.00	.00	
07 R 1	60.88-	7.24-	50.65-	17.73-	.00	.00	136.50-	TRANSFERS TO
07 TOTALS	60.88-	7.24-	50.65-	17.73-	.00	.00	136.50-	
08 R 1	133.38-	16.01-	97.37-	37.01-	.00	.00	283.77-	TRANSFERS TO
08 TOTALS	133.38-	16.01-	97.37-	37.01-	.00	.00	283.77-	
10 R 1	3062.12	367.45	1408.58	725.72	.00	.00	5563.87	TRANSFERS FROM
10 R 1	3241.31-	21.50-	1496.38-	43.27-	.00	.00	4802.46-	TRANSFERS TO
10 TOTALS	179.19-	345.95	87.80-	682.45	.00	.00	761.41	
11 R 1	3048.56	365.82	1036.91	667.70	.00	.00	5118.99	TRANSFERS FROM
11 R 1	3166.61-	16.54-	1080.54-	30.78-	.00	.00	4294.47-	TRANSFERS TO
11 TOTALS	118.05-	349.28	43.63-	636.92	.00	.00	824.52	
12 R 1	.00	.00	.00	.00	.00	3124.61	3124.61	CREDIT REFUND
12 R 1	3351.16	399.63	753.08	670.30	.00	.00	5174.17	TRANSFERS FROM
12 R 1	3208.23-	5.75-	701.67-	9.77-	.00	3128.09-	7053.51-	TRANSFERS TO
12 TOTALS	142.93	393.88	51.41	660.53	.00	3.48-	1245.27	
13 R 1	.00	.00	.00	.00	.00	20.08	20.08	CREDIT REFUND
13 R 1	1047.96	125.51	127.19	194.76	.00	.00	1495.42	TRANSFERS FROM
13 R 1	1640.03-	155.44-	193.91-	108.42-	.00	.00	2097.80-	TRANSFERS TO
13 TOTALS	592.07-	29.93-	66.72-	86.34	.00	20.08	582.30-	
14 R 1	8411.13	.00	.00	.00	.00	.00	8411.13	PAYMENT VOID
14 R 1	.00	.00	.00	.00	.00	129066.14	129066.14	CREDIT REFUND
14 R 1	4650.81	197.55	32.92	.00	.00	12184.34	17065.62	TRANSFERS FROM
14 R 1	15072.67-	339.15-	56.52-	.00	.00	281.22-	15749.56-	TRANSFERS TO
14 TOTALS	2010.73-	141.60-	23.60-	.00	.00	140969.26	138793.33	
TOTALS	2951.37-	894.33	318.36-	2011.50	.00	140985.86	140621.96	

TAX PERIOD-TO-DATE RECAP
2/01/15 - 2/27/15 UPDATED THRU 2/28/15
TAX YEAR 2014 ALL ROLL CODES

GEO-BASED
ALL ENTITIES

	PREVIOUS BALANCES	TRANSACTIONS THIS PERIOD: ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	71,781,519.40					
- BASE TAX PAID	57,520,869.77	6,466,818.03	2,768.25	150.05	150.05	71,781,669.45
- BASE PAID FROM DEFERRED				757.52-	2,010.73	63,989,698.53
+/- ADJUSTMENTS TO UNPAID TAX						
= OUTSTANDING BASE TAX	14,260,649.63					7,791,970.92
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY		107,185.61	141.60		141.60	107,327.21
INTEREST		17,875.57	23.60		23.60	17,899.17
COLLECTION FEE		3,601.81				3,601.81
DISCOUNT						
UNAPPLIED	166,705.46	28,107.10	10,174.74-	130,794.52-	140,969.26-	53,843.30
DEFERRED						
TOTAL PAID	57,687,575.23	6,623,588.12	7,241.29-	131,552.04-	138,793.33-	64,172,370.02

TAX PERIOD-TO-DATE RECAP
2/01/15 - 2/27/15 UPDATED THRU 2/28/15
FINAL TOTALS ALL ROLL CODES

GEO-BASED
ALL ENTITIES

	PREVIOUS BALANCES	TRANSACTIONS THIS PERIOD: ORIGINAL TRANSACTIONS	ADJUSTMENTS TO ORIGINAL	ADJUSTMENTS TO PREVIOUS	NET ADJUSTMENTS	ENDING BALANCES
BASE TAX BILLED	1022,167,896.31					
- BASE TAX PAID	1003,583,985.73	6,626,492.95	3,208.01	125,991.62-	125,991.62-	1022,041,904.69
- BASE PAID FROM DEFERRED				256.64-	2,951.37	1010,213,430.05
+/- ADJUSTMENTS TO UNPAID TAX	2,734.03-					2,734.03-
= OUTSTANDING BASE TAX	18,581,176.55					11,825,740.61
CHARGES LEVIED						
- CHARGES PAID						
+/- ADJUSTMENTS TO UNPAID CHARGES						
= OUTSTANDING CHARGES						
OTHER PAID:						
PENALTY	20,278,021.69	124,852.16	186.78	1,081.11-	894.33-	20,401,979.52
INTEREST	6,291,668.71	68,062.63	217.73	100.63	318.36	6,360,049.70
COLLECTION FEE	10,250,807.23	35,581.41	42.49	2,053.99-	2,011.50-	10,284,377.14
DISCOUNT						
UNAPPLIED	152,364.43	28,113.01	10,171.26-	130,814.60-	140,985.86-	39,491.58
DEFERRED						
TOTAL PAID	1040,556,847.79	6,883,102.16	6,516.25-	134,105.71-	140,621.96-	1047,299,327.99

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Monica Flores Acting Human Resources Director; Martin Aleman, Budget Manager; Jesus Esparza, Payroll Manager; Miguel A. Pescador, Purchasing Agent, Carolina Thurkettle, Acting Human Resources Officer

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SUBJECT

Consideration to award contract FY15-013 to MGT of America Inc., (MGT), Austin, Texas (final negotiated amount will be announced at the City Council Meeting), for Personnel Classification and Compensation Review Services. This Personnel Classification and Compensation Review Project includes: Developing an equitable compensation program, pay grade assignments for all positions (except Police and Fire Civil Service), updating job descriptions as needed, benefits package market survey, implementation strategies and phase in options for recommendations, cost to implement study recommendations, detailed documentation of methodology and results, guidelines for ongoing compensation administration. Funding for this contract is available in various city departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

At the March 9th, 2015 Special City Council meeting, motion was approved authorizing City Manager to select MGT and negotiate a service contract.

BACKGROUND

The City of Laredo solicited Request for Qualifications and received 5 proposals for the Personnel Classification and Compensation Review. Best value criteria was considered by City staff selection committee, to evaluate all submittals. The project is estimated to be completed within 5 months. MGT of America, Inc., is recognized as a leading management consulting firm in government studies and Provides a partnership approach with continuous collaboration, open communication to achieve solutions tailored to the City's need. On March 9th, 2015, City Council authorizing the City Manager to select MGT of America Inc. (MGT), Austin, Texas and negotiate contract FY15-013 for Personnel Classification and Compensation Review Services.

Scope of Work will include the following:

Develop and implement a communications strategy

Review existing classification and compensation policies and structures
Gather and evaluate current employee job data
Verify recruitment markets and benchmark organizations
Conduct market salary survey
Revise job descriptions as needed
Develop/revise compensation and classification system and present as report
Develop implementation strategies
Provide staff training (optional)
Provide ongoing assistance
Provide a benefit package market survey

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding for this contract will be available on the various funds/departments being impacted by the study, on a prorated basis.

Attachments

MGT Presentation

MGT OF AMERICA, INC.

Presenter:

Ms. Natacha Peláez-Wagner

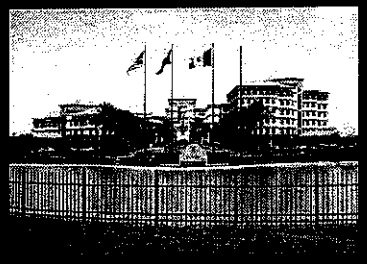
THE CITY OF LAREDO, TEXAS

Personnel Classification and Compensation Review

February 11th, 2015

PRESENTATION AGENDA

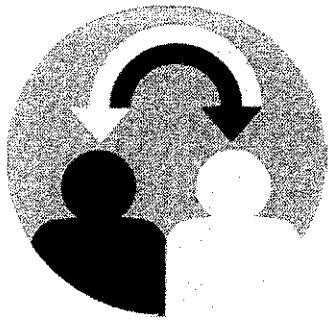
- MGT's Partnership Approach
- Past Projects
- The Project Team
- City's Desired Outcomes
- Work Plan and Communications
- Processes for Classification and Compensation
- Project Results
- Project Timeline
- Our Repeat Clients
- Questions / Discussion



A Partnership Approach

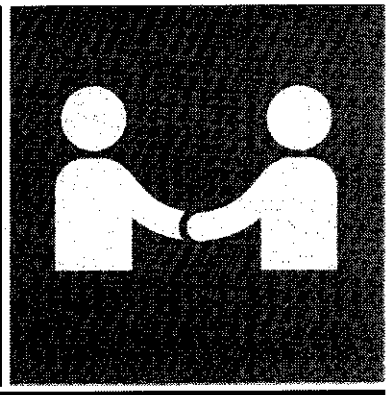
MGT of America:

A national leader in public sector consulting for over 40 years.



Every project engagement is approached as a partnership, grounded in continuous collaboration, open communications, and a mutual commitment to achieving solutions tailored to the specific needs of the institution.

Our dedicated, participatory approach to our clients is one of the reasons over 50% of MGT's project engagements are with repeat clients.



Past Projects

Sample of Related Past Texas Projects:

- **Compensation and Classification Study** | *Kerr County, Texas*
- **Cost Reduction Consulting Services** | *Cameron County, Texas*
- **Compensation and Classification Study** | *Hidalgo County, Texas*
- **Compensation and Classification Study** | *The City of LaPorte, Texas*
- **Compensation and Classification Study** | *City of Brownsville, Texas*
- **Executive Compensation** | *University of North Texas System*
- **Compensation Study and Recommended Plan** | *Texas A&M University - Kingsville*
- **Salary and Benefits Survey / Classification and Compensation Study** | *Burnet County, Texas*
- **System-wide Classification and Compensation Study** | *Texas State Technical College System*

THE PROJECT TEAM

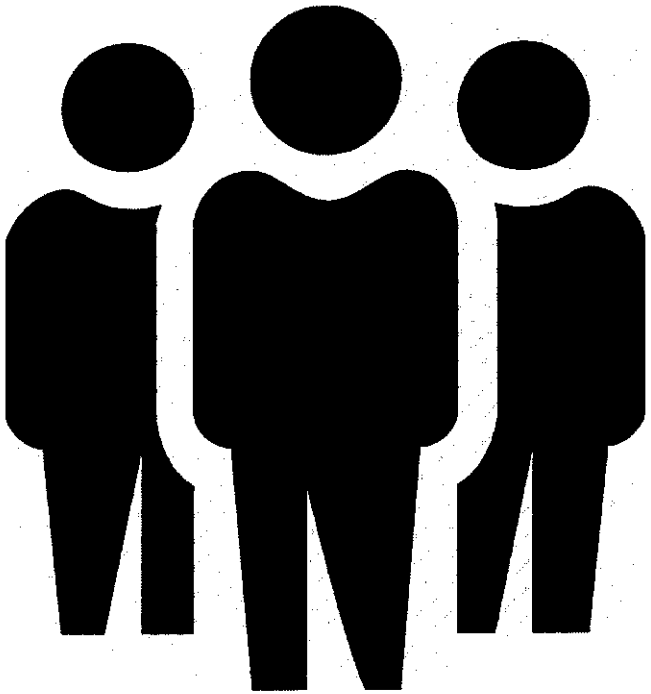
The team selected for this engagement consists of professionals with hands-on expertise in human resources management ***within the local government environment.***

CITY OF LAREDO, TEXAS
PROJECT DIRECTOR

MGT PROJECT DIRECTOR
Ms. Nancy Stepina-Robison

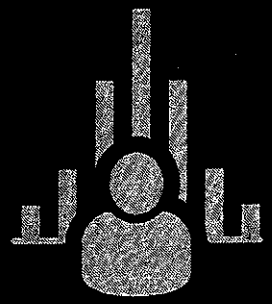
MGT PROJECT TEAM
Team Leader
Natacha Pelaez-Wagner

Mr. Mark Carpenter
Ms. Flo Gabriel



City's Desired Outcomes

PRIMARY OUTCOMES



- A market-based, equitable compensation program.
- Pay grade assignments for all included positions.
- Updated job descriptions, as needed.
- Implementation strategies and phase-in options for recommendations.
- Costs to implement study recommendations.
- Detailed documentation of methodology and results.
- Guidelines for ongoing compensation administration.

Work Plan

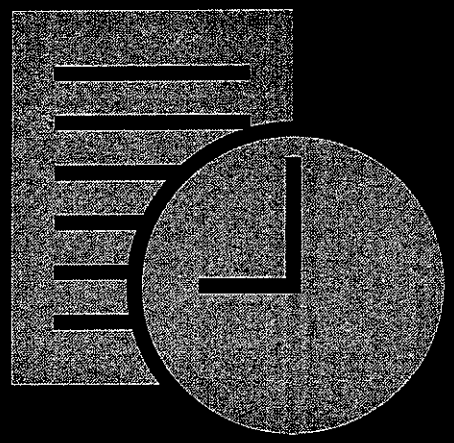
MGT OF AMERICA, INC.

1.0	**Conduct Initial Meeting and Finalize Project Work Plan**
2.0	Develop and Implement a Communications Strategy
3.0	Review Existing Classification and Compensation Policies and Structures
4.0	Gather and Evaluate Current Employee Job Data
5.0	Verify Recruitment Markets and Benchmark Organizations
6.0	Conduct Market Salary Survey
7.0	Revise Job Descriptions As Needed
8.0	Develop/Revise Compensation and Classification System and Present as Report
9.0	Develop Implementation Strategies
10.0	Provide Staff Training (Optional)
11.0	Provide Ongoing Assistance

FINALIZE WORK PLAN

MGT OF AMERICA, INC.

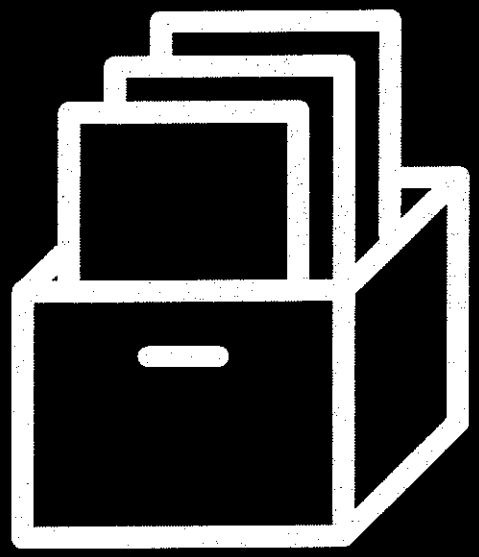
- Meet designated City Project Manager
- Meet with key leadership - finalize approach
- Request/obtain source materials
- Revise work plan/schedule etc.,
- Begin study



INITIAL DATA COLLECTION

MGT OF AMERICA, INC.

Data requests for:



- Current job descriptions
- Organizational charts
- Current pay scales
- Current relevant policies
- Employee data
  - *(names, titles, department, current salary, hiring date, etc.)*

WORK PLAN

MGT OF AMERICA, INC.

1.0	Conduct Initial Meeting and Finalize Project Work Plan ✔
2.0	**Develop and Implement a Communications Strategy**
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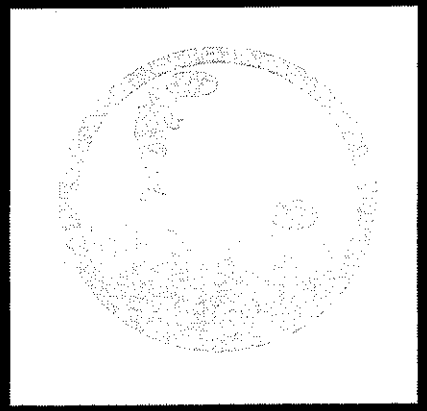
COMMUNICATIONS STRATEGY

MGT OF AMERICA, INC.

- Determine level of employee involvement
- Develop communication materials
- Conduct orientation presentations
- Address critical issues
- Distribute Management Issues Paper (MIP)

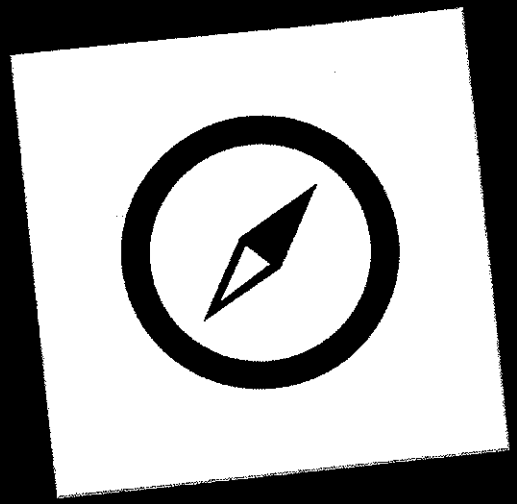


Communications Strategy, Continued

EMPLOYEE ORIENTATION SESSIONS:

Example Session Agenda:

- MGT Profile and Project Team
- Project Objectives
- Steps in Study Process
- Data Collection Tools
- Market Data Sources
- Project Outcomes
- Project Timeline
- Questions



WORK PLAN

MGT OF AMERICA, INC.

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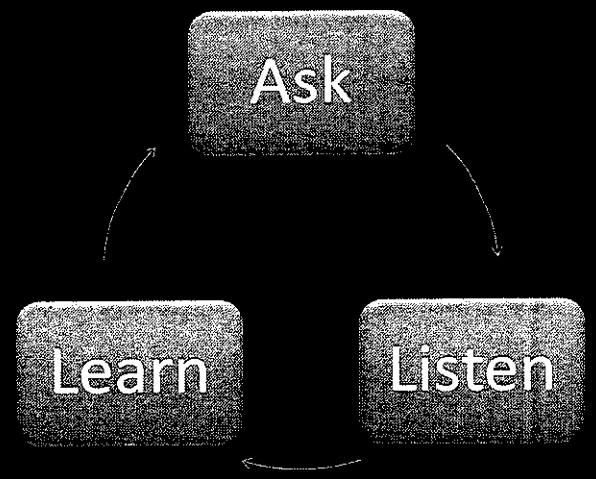
REVIEW CURRENT SYSTEMS

MGT OF AMERICA, INC.

The Listen and Learn Phase

- Review "as is" environment
- Identify key issues/concerns
- Review compensation philosophy
- Review competitive markets
- Interview key staff, if value added



WORK PLAN

MGT OF AMERICA, INC.

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10.0	Provide Staff Training (Optional)
11.0	Provide Ongoing Assistance

Key Work Plan Steps

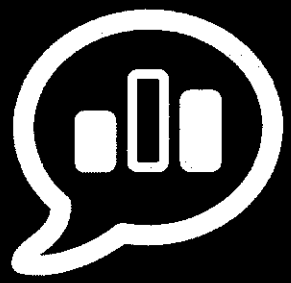
MGT OF AMERICA, INC.

- **Key Project Processes for Classification**

  - Job Description review
  - Distribution of Job Content Questionnaire and Management Issues Paper surveys
  - Classification evaluation and hierarchy review
  - Classification benchmarking for jobs included in the study

- **Key Project Processes for Compensation**

  - Selection of Market Data Sources
  - Distribution of custom Market Salary survey(s)
  - Compensation market review for every classification included in the study
  - Pay scale creation, modeling, and assignment
  - Calculation of total implementation costs, breakdown of costs, and phase-in options



JOB REVIEW PROCESSES

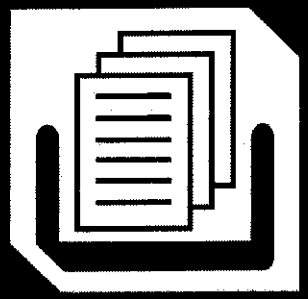
Job Content Questionnaire© (JCQ)

- Online Survey (hard copy available)
- Comprised of four sections:
  I. Basic Job-Related Information
  II. Job Description, Duties, Responsibilities, and Requirements
  III. Work Performed, Responsibility and Leadership, Communication, and Decision-Making Job Factors
  IV. Financial Authority, Tools and Equipment, and Physical Job Factors
- Purpose:
  - Collect updated job data.
  - Align individuals with similar jobs.
  - Ensure internal equity.
  - Identify positions requiring additional job analysis.
  - Update job descriptions, as needed.

Management Issues Paper© (MIP)

- Online Survey (Supervisory Staff Only)
- Provides supervisors the opportunity to identify issues related to specific job classifications and submit recommendations.
- Enables MGT to fully understand the nature of specific issues within classifications, making it possible to offer the most appropriate recommendations for improvement.
- Primary Issue Areas Covered in MIP:
  - Recruitment/Retention
  - Current Pay Grade/Salary Range
  - Classification Title
  - Career Path/Advancement
  - Other

JOB REVIEW PROCESSES, CONTINUED



CLASSIFICATION EVALUATION:

- Review of JCQ and MIP data collected for each classification.
- Evaluation of class duties, responsibilities, and skills required compared to similar jobs definitions from market data sources.
- Reclassification, as needed (new titles, leveling of classes, creation of hybrid positions).
- Review of classification group and departmental hierarchies, adjusting as needed.

WORK PLAN

MGT OF AMERICA, INC.

1.0	Conduct Initial Meeting and Finalize Project Work Plan ✔
2.0	Develop and Implement a Communications Strategy ✔
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7.0	Revise Job Descriptions As Needed
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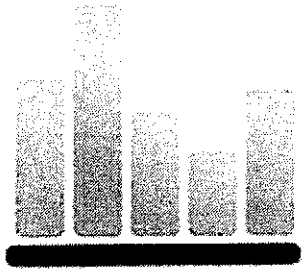
9.0	Develop Implementation Strategies
10.0	Provide Staff Training (Optional)
11.0	Provide Ongoing Assistance

Compensation Review Processes

Market Data Sources & Salary Surveys:



- Recruitment Markets:
  - Local
  - Metropolitan
  - State
  - Regional
  - National
  - Other – Client determined

- Potential Data Sources:
  - Occupational Employment Statistics, Bureau of Labor Statistics (OES, BLS)
  - Texas Workforce Commission (TWC)
  - Peer salary data gathered through MGT custom market salary surveys.

COMPENSATION REVIEW PROCESSES, CONTINUED

MARKET SALARY SURVEY:

EXAMPLE OF DATA GATHERED FROM PEERS:

- **Class Title and Job Overview**: Identifies City benchmark titles and provides an overview of the related duties and qualifications.
- **Matching Title and Match Level:** Peers indicate their corresponding class title and how well the position fits the City's description in the Job Overview.
- **Number of Staff (Headcount):** Peer's total number of individuals employed in each class.
- **Minimum, Midpoint, and Maximum of Salary Ranges**: Peers indicate the minimum, midpoint, and maximum values for the annual salary ranges associated with each classification.
- **Actual Median Salary:** Peers indicate the actual median annual salary of all incumbents currently occupying each classification.
- **Actual Average Salary:** Peers indicate the actual average annual salary of incumbents occupying each respective classification.

WORK PLAN

MGT OF AMERICA, INC.

1.0	Conduct Initial Meeting and Finalize Project Work Plan ✔
2.0	Develop and Implement a Communications Strategy ✔
3.0	Review Existing Classification and Compensation Policies and Structures ✔
4.0	Gather and Evaluate Current Employee Job Data ✔
5.0	Verify Recruitment Markets and Benchmark Organizations ✔
6.0	Conduct Market Salary Survey ✔
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JOB DESCRIPTION TEMPLATE

MGT OF AMERICA, INC.

CITY OF LAREDO
HUMAN RESOURCES DEPARTMENT

DEPARTMENT:

POSITION OVERVIEW

EMPLOYEE NAME: Incumbent
TITLE:
POSITION ID:
STATUS/FLSA: /
PAY SCHEDULE/GRADE: /
DIRECT REPORTS: Full-time: ( ); Part-time ( )
SUPERVISOR:

GENERAL DESCRIPTION

ESSENTIAL DUTIES

1)
2)
3)
4)
5)
6)
7)
8)
9)
10)

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned.

ADDITIONAL DUTIES

KNOWLEDGE, SKILLS, AND ABILITIES

TOOLS AND EQUIPMENT USAGE

EDUCATION

EXPERIENCE

LICENSES, CERTIFICATIONS

REQUIRED:

PREFERRED:

PHYSICAL REQUIREMENTS

ACTIVITIES:

LIFTING:

VISION REQUIREMENTS

WORKING CONDITIONS

SIGNATURES

I certify that this description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

IMMEDIATE SUPERVISOR **DATE**

I certify that this description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

DIRECTOR OF HUMAN RESOURCES **DATE**

I have read this description and understand the major responsibilities, requirements, and duties of this position.

EMPLOYEE **DATE**

City of Laredo is an equal opportunity/affirmative action employer committed to achieving excellence and strength through diversity. The City seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed.

WORK PLAN

MGT OF AMERICA, INC.

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2.0	Develop and Implement a Communications Strategy ✔
3.0	Review Existing Classification and Compensation Policies and Structures ✔
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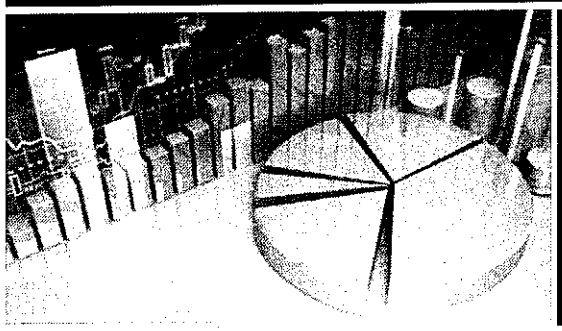
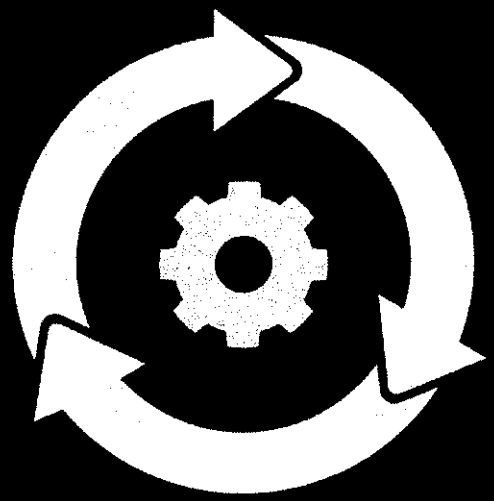
5.0	Verify Recruitment Markets and Benchmark Organizations ✔
6.0	Conduct Market Salary Survey ✔
7.0	Revise Job Descriptions As Needed ✔
8.0	**Develop/Revise Compensation and Classification System and Present as Report**
9.0	**Develop Implementation Strategies**
10.0	Provide Staff Training (Optional)
11.0	Provide Ongoing Assistance

PROJECT RESULTS



- A comprehensive final report outlining the study's methods, findings, conclusions, and recommendations.

- Development of phase-in options and cost projections for proposed classification and compensation changes.
- Development of appropriate maintenance strategies
- Staff training, if needed, and ongoing assistance to ensure long-term and effective administration of the system.



Work Plan

MGT OF AMERICA, INC.

1.0	Conduct Initial Meeting and Finalize Project Work Plan ✔
2.0	Develop and Implement a Communications Strategy ✔
3.0	Review Existing Classification and Compensation Policies and Structures ✔
4.0	Gather and Evaluate Current Employee Job Data ✔
5.0	Verify Recruitment Markets and Benchmark Organizations ✔
6.0	Conduct Market Salary Survey ✔
7.0	Revise Job Descriptions As Needed ✔
8.0	Develop/Revise Compensation and Classification System and Present as Report ✔
9.0	Develop Implementation Strategies ✔
10.0	**Provide Staff Training (Optional)**
11.0	**Provide Ongoing Assistance**

PROJECT TIMELINE

- The chart below shows the proposed tasks and deliverables by month and week.
- MGT proposes to complete the proposed project within five months of contract award. However, our team can accommodate reasonable adjustments to this proposed schedule that best meet the City's needs.

	Work Tasks	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Conduct Initial Meeting and Finalize Project Work Plan	■	■																		
2	Develop and Implement a Communications Strategy		■	■	■																
3	Review Existing Policies and Structures			■	■	■															
4	Gather and Evaluate Current Employee Data					■	■	■	■	■	■										
5	Identify/Verify Recruitment Markets			■	■	■	■														
6	Conduct Market Salary Survey(s)					■	■	■	■	■											
7	Revise Job Descriptions, as Needed									■	■	■	■								
8	Develop/Revise Pay and Classification System; Present as Report											■	■	■	■						
9	Develop Implementation Strategies														■	■	■	■			
10	Provide Staff Training																■	■	■	■	
11	Provide Ongoing Assistance																				→
	Possible On-site Visits by MGT Team	✓			✓													✓		✓	

RECENT REPEAT CLIENT ENDORSEMENTS

MGT OF AMERICA, INC.

"York County has contracted with MGT on three occasions due to the outstanding services provided. MGT clearly understood our expectations for each project and exceeded them. The firm assigned competent and knowledgeable staff who had a good understanding of our situation."

- Lisa Davidson, Director of Human Resources,
  York County Government, South Carolina

" I want to thank you for your professional contributions to our College over the last several years. Beginning with your detailed performance audit of CCBC's Human Resources function, and following with major contributions in designing and assisting in the implementation of an new classification and compensation model, MGT's work has had significant impact on our operations."

- Dr. Sandra Kurtinitis, President,
  Community College of Baltimore County

Questions / Discussion

Contact Us:

Ms. Nancy Stepina-Robison
(850) 322-8090
NStepina@mgtamer.com

Ms. Natacha Peláez-Wagner
(512) 923-6986
npwconsulting@gmail.com

MGT OF AMERICA, INC.

www.MGTofAmerica.com

Resolutions **20.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Mario I. Maldonado, Jr., Bridge Manager

SUBJECT

2015-R-14 Authorizing the City Manager to execute a license agreement between the City of Laredo and the United States General Services Administration (GSA) for the purpose of the construction, operation and maintenance of security enhancements and temporary structures (improvements) on a portion of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE). The improvements are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic and to improve port security. The term of the agreement is effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each.

PREVIOUS COUNCIL ACTION

On January 21, 2014, the City Council authorized the City Manager to ratify the execution of two license agreements between the City of Laredo and the United States General Services Administration (GSA) for the purpose of the construction and operation of security enhancements and temporary structures (improvements) at Lincoln/Juarez Bridge and World Trade Bridge on city property (southbound). The term of the agreements are effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each.

BACKGROUND

The City of Laredo will grant U.S. General Services Administration (GSA) permission for the purpose of the construction, operation, and maintenance of security enhancements and temporary structures (improvements) on a portion approximately 80' x 60' of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE).

The permitted security enhancements consist of containment barriers, jersey barriers, enhanced lighting, speed reduction signage, primary and secondary inspection canopies and fixed license plate readers.

The license granted by the agreement shall be effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each.

The City of Laredo Police Department will have 24 hour access and use of the facility for law enforcement purposes only. Laredo PD access and use will be coordinated with DHS-CBP management at the Colombia Port of Entry.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval of this Resolution.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact to the City of Laredo

Attachments

Resolution-Colombia License Agreement
Colombia License Agreement
Colombia License Agreement Exhibit "A"

RESOLUTION NO. 2015-R-14

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF LAREDO AND THE UNITED STATES GENERAL SERVICES ADMINISTRATION (GSA) FOR THE PURPOSE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SECURITY ENHANCEMENTS AND TEMPORARY STRUCTURES (IMPROVEMENTS) ON A PORTION OF CITY OF LAREDO RIGHT-OF-WAY, ABUTTING THE COLOMBIA PORT OF ENTRY (POE). THE IMPROVEMENTS ARE NECESSARY TO SUPPORT THE DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION'S (DHS-CBP) INSPECTION OF OUTBOUND VEHICULAR TRAFFIC AND TO IMPROVE PORT SECURITY. THE TERM OF THE AGREEMENT IS EFFECTIVE FOR AN INITIAL FIVE (5) YEAR PERIOD WITH TWO (2) OPTIONS TO RENEW FOR AN ADDITIONAL FIVE (5) YEAR PERIOD EACH.

WHEREAS, the City of Laredo will grant U.S. General Services Administration (GSA) permission for the purpose of the construction, operation and maintenance of security enhancements and temporary structures (improvements) on a portion approximately 80' x 60' of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE); and

WHEREAS, the permitted security enhancements consist of containment barriers, jersey barriers, enhanced lighting, speed reduction signage, primary and secondary inspection canopies and fixed license plate readers; and

WHEREAS, the license granted by this agreement shall be effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each; and

WHEREAS, the City of Laredo Police Department will have 24 hour access and use of the facility for law enforcement purposes only. Laredo PD access and use will be coordinated with DHS-CBP management at the Colombia Port of Entry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREREDO THAT:

Section 1. It hereby authorizes the City Manager to execute a license agreement between the City of Laredo and the United States General Services Administration (GSA) for the purpose of the construction, operation and maintenance of security enhancements and temporary structures (improvements) on a portion of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE). The improvements are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic and to improve port security. The term of the agreement is effective for an initial five (5) year period with two (2) options to renew for an additional five (5) year period each.

Section 2. That this resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

LICENSE AGREEMENT

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF LAREDO §

The **CITY OF LAREDO**, a municipal corporation of Webb County, Texas, **(LICENSOR)** for and in consideration of the sum of FIVE AND NO/100THS ($5.00) DOLLARS and other good and valuable consideration to it in hand by **UNITED STATES GENERAL SERVICES ADMINISTRATION (LICENSEE)** the receipt of which is hereby acknowledged and confessed, has **GRANTED** and **ISSUED** and by these presents does **GRANT** and **CONVEY** to United States General Services Administration (GSA) a license for the purpose of the construction, operation and maintenance of security enhancements and temporary structures (improvements) on a portion of City of Laredo right-of-way, abutting the Colombia Port of Entry (POE), as noted in the site layout SP1 (attached). The improvements are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic and to improve port security. It being understood and agreed that LICENSEE assumes full responsibility for maintenance and operation of said security enhancements, and it is further provided that no other permanent improvement of whatsoever nature shall be placed on the right-of-way property covered herein. The property and permitted security enhancements are more fully described as follows:

> **Permitted security enhancements consist of the following elements: containment barriers, jersey barriers, enhanced lighting, speed reduction signage, primary and secondary inspection canopies and fixed license plate readers.**
>
> **Improvements are further identified on Exhibit "A", attached hereto and made a part thereof, for detail. (Laredo-Colombia Bridge POE Outbound Tier 3 Inspection Concept SP1).**

The license granted by this agreement shall be effective for an initial five (5 year period with two (2) options to renew for an additional five (5) year period each. LICESEEE must advise LICENSOR of its desire to execute its options in writing no later than sixty (60) days prior to the expiration of the initial 5 year term or the expiration of the 1st option term if exercised. Should LICENSEE fail to so maintain the premises, or the security enhancements, the LICENSOR may, subject LICENSEE's right to cure provided herein, terminate this License Agreement and remove the security enhancements and charge GSA for restoration of the roadway to the original condition, or seek any other remedy suitable to LICENSOR.

LICENSOR reserves the right to use of the right-of-way for public utility and drainage purposes or any other purpose common to same. LICENSEE must provide LICENSOR a written request for any additions, deletions or modifications to improvements on City right-of-way and obtain written authorization by Licensor prior to commencement of said improvements. Any improvements on City right-of-way will be subject to City inspection.

LICENSOR'S Police Department (Laredo PD) will have 24 hour access and use of the facility for law enforcement purposes only. Laredo PD access and use will be coordinated with DHS-CBP management at the Colombia Port of Entry (LPOE).

LICENSEE hereby agrees to restore the property covered herein to its original condition upon the expiration or termination hereof and in any event not later than thirty (30) days after LICENSOR makes demand for same. LICENSOR may enter upon the premises covered hereby and restore the property the same for the purposes stated above without damages being owed to LICENSEE upon LICENSEE'S failure to abandon the premises and LICENSEE shall then be liable to LICENSOR for the reasonable costs of restoration and in any event shall pay the same not later than thirty (30) days after City makes demand for same.

LICENSEE, being an agency of the United States government, is self-insured.

LICENSEE shall be responsible to the extent provided under applicable law for all claims with respect to LICENSEE's use of the licensed property during the term of this Agreement.

In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. § 2671 et seq.) ('Tort Claims Act"), LICENSEE shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employee of LICENSEE while acting within the scope of his office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend LICENSEE's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude LICENSEE from using any defense available at law or in equity.

LICENSEE agrees to require that its contractors who perform work on the licensed property to maintain and have in effect commercial general liability insurance with (i) all risk coverage, (ii) waiver of subrogation, and (iii) limits of not less than One Million Dollars ($1,000,000.00) for personal injury, including bodily injury and death and property damage.

LICENSEE shall deliver to LICENSOR a copy of the certificate of insurance effectuating the insurance required hereunder prior to the commencement of such work which certificate shall provide that such insurance shall not be terminated or modified without at least thirty days prior notice to LICENSOR.

In the event that LICENSEE fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the LICENSOR shall give LICENSEE written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. LICENSEE shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if LICENSEE does not satisfactorily remedy the same within the thirty (30) day period, the LICENSOR shall have the right to terminate this Agreement.

Any notice required or given in connection with this Agreement shall be deemed delivered 3 days after it is deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addresses to the recipient at the following address:

If to the LICENSOR:

City of Laredo
c/o Jesus M. Olivares
Interim City Manager
1110 Houston Street
Laredo, TX 78042-0579

If to the LICENSEE:

U.S. General Services Administration
Public Buildings Service
Portfolio Management
819 Taylor Street (7PT)
Fort Worth, TX 76012

This License Agreement may be recorded in the Official Records of Webb County.

WITNESS our hands this ____ day of _____, 2015.

LICENSOR:

CITY OF LAREDO

By_____

Title _____

LICENSEE:

UNITED STATES GENERAL SERVICES ADMINISTRATION

By_____
Lonnie B. Wright

Title: Contracting Officer

Approved as to form:

_____

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on _____, 2015 by _____, _____ for the City of Laredo, a municipal corporation of the State of Texas, on behalf of said corporation.

_____
Notary Public - State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 2015 by Lonnie B. Wright, Contracting Officer on behalf of the United States General Services Administration.

_____
Notary Public - State of Texas

Laredo-Colombia Bridge POE
Outbound Tier 3 Concept
MAY2010

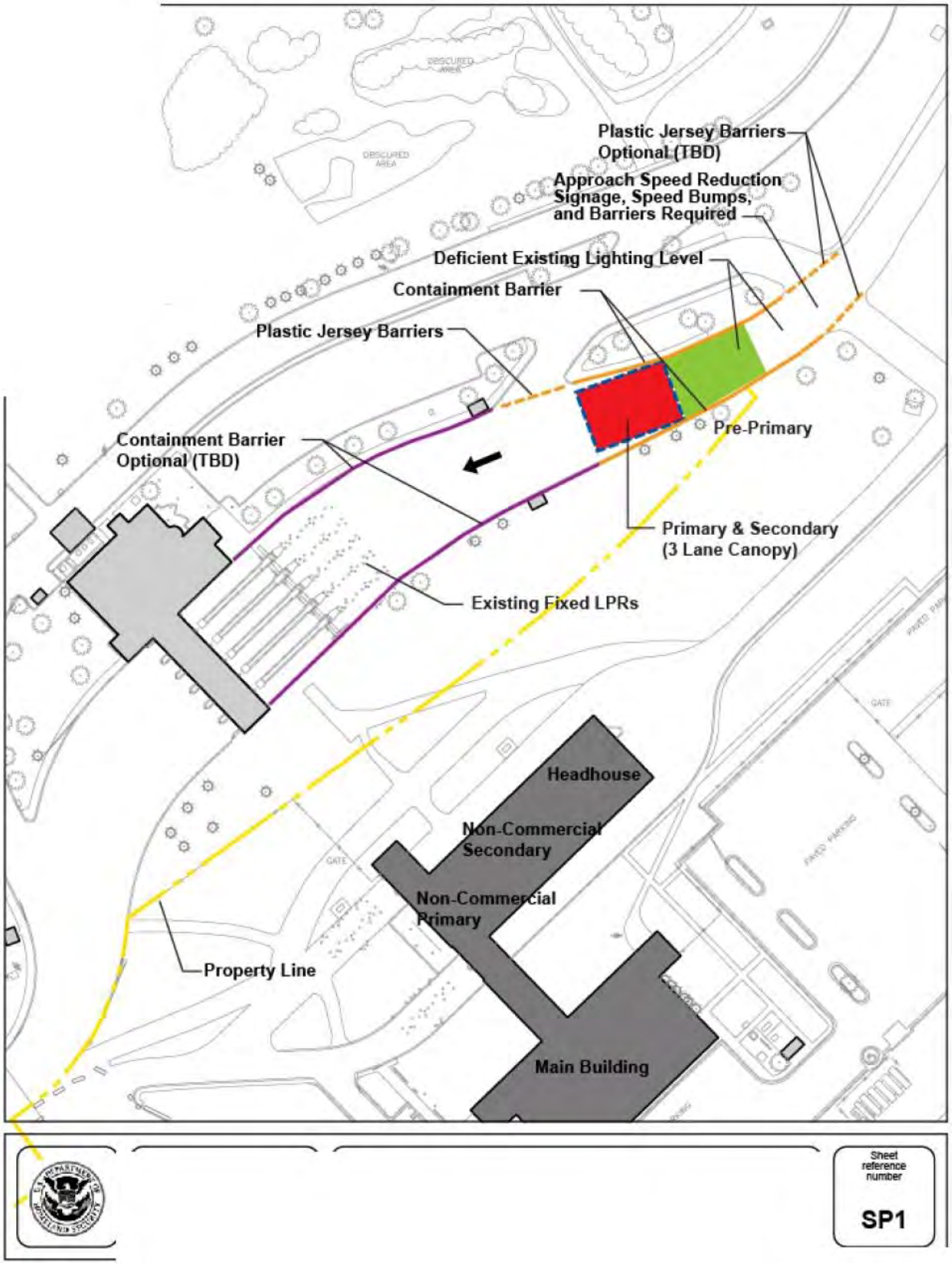
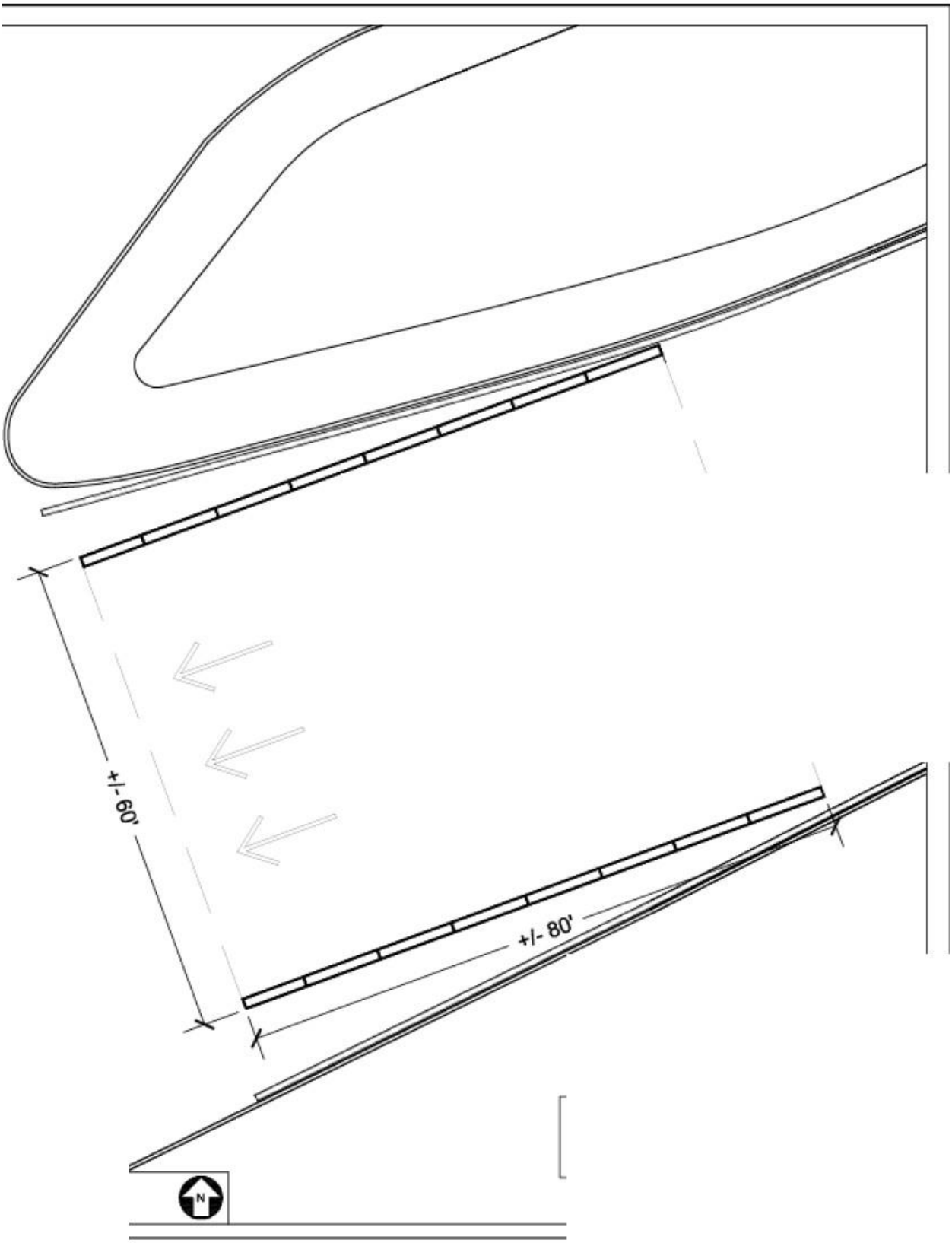


EXHIBIT "A" (2 of 2)

World Trade Bridge POE
Outbound Tier 3 Concept
MAY2010
P2



City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

2015-R-17 Authorizing the City Manager to accept a grant in the amount of $124,275.11 from the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2015 Local Border Security Program (LBSP) for the period of February 1, 2015 through August 31, 2015. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

City council approved Resolution 2015-R-02 to submit a grant application on January 20, 2015.

BACKGROUND

The State of Texas has an urgent security challenge caused by the increased threat from organized crime, terrorism, and their allies that is exacerbated by the continued flow of illegal immigrants. These security challenges require a unified strategy to provide the State of Texas with a framework to respond to the increased presence and threat of organized crime, terrorism and their allies that is exacerbated by the continued flow of immigrants.

The State of Texas will facilitate the conduct of sustained interagency law enforcement operations from February 2015 through August 2015 to dominate the Texas-Mexican Border area at points and times of its choosing and thereby deny criminal actions therein; provide a safe and secure environment where Texas citizens can prosper; contribute to the reduction of potential acts of terror within Texas and the United States; and promote regional stability.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends that City Council approve this Resolution.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Fund #229-Special Police

Attachments

Resolution 2015-R-17

RESOLUTION NO. 2015-R-17

Authorizing the City Manager to accept a grant in the amount of $124,275.11 from the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2015 Local Border Security Program (LBSP) for the period of February 1, 2015 through August 31, 2015. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

Whereas, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo will accept $124,275.11 from the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency to fund the Local Border Security Program FY15; and

Whereas, the City of Laredo use these funds to execute special operations related to border security; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency

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

Section 1: Authorizes the City Manager to accept a grant in the amount of $124,275.11 from the Texas Homeland Security State Administrative Agency (THSSAA) for the purpose of funding the 2015 Local Border Security Program (LBSP) for the period of February 1, 2015 through August 31, 2015. Funding will be used to pay for overtime to increase patrol security along the Texas-Mexican border.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2015.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
RAUL CASSO
CITY ATTORNEY

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Ramon E. Chavez, Building Development Services Director

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SUBJECT

2015-R-24 Authorizing fee waivers and a tax abatement agreement between the City of Laredo and South Laredo Holdings, L.L.C., for the rehabilitation and new construction of residential property located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The proposed Residential Property eligible for rehabilitation and new construction includes rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear in the total amount of $17,769.95 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $113.19 and estimated total fee waiver of $459.00 on new improvements for the purpose of Economic Development. Guidelines and criteria for the agreement are set forth in the attached agreement and information. **(AS AMENDED)**

PREVIOUS COUNCIL ACTION

Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND

The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

South Laredo Holdings, LLC. is proposing a Residential project located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The residential project will consists of rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear. The estimated capital investment of the rehabilitation project is $17,769.95. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and

street cut), Water Permit, and Sprinkler System Fees.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $459.00 and estimated five (5) year total tax abatement is anticipated to be $2,307.40.

Attachments

Tax Abatement Agreement

Council Comm

Resolution

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between South Laredo Holdings, LLC., duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative and City ("Effective Date").

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and

WHEREAS, South Laredo Holdings, LLC., is the owner of the land located within said reinvestment zone and described as 2320 Laredo St., Lot 6 Block 1348 Eastern Division ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and South Laredo Holdings, LLC., have this day entered into the following contract and agreement:

I. TERM. This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. <u>Project</u>

South Laredo Holdings, LLC., shall cause to be rehabilitation of the existing structure and construction of a new structure located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division that consists of rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear, respectively with an estimated value of at least $17,769.95 and South Laredo Holdings, LLC., agrees to limit the use of the property described herein for said Residential use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. <u>Completion Date</u>

South Laredo Holdings, LLC., certifies that the project construction will be completed within one year from the issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond South Laredo Holdings, LLC., reasonable control as determined by the City of Laredo in its sole discretion, which

shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in the obtaining of adequate financing.

C. Use of Property

South Laredo Holdings, LLC., covenants that the project shall be constructed in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone and the Property shall be continuously used as Multi-Family.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to South Laredo Holdings, LLC., a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The estimated amount of the Abatement granted under this Agreement shall be approximately $565.95. The certified Base Value for the year 2014 as determined by the Webb County Appraisal District is $60,880.00.

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $459.00.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to South Laredo Holdings, LLC., the City shall have and South Laredo Holdings, LLC., shall provide access to the Property in order for the City to inspect the Property and evaluate the Required Improvements to ensure compliance with the terms and conditions of this Agreement. South Laredo Holdings, LLC., shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

South Laredo Holdings, LLC., shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the property. South Laredo Holdings, LLC., shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

South Laredo Holdings, LLC., shall be in default of this Agreement if South Laredo Holdings, LLC., refuses, fails or neglects to substantially comply with the development of the property or discontinues the Residential use as required by the terms of this Agreement, or if any representation made by South Laredo Holdings, LLC., is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within sixty (60) days after written notice by the City to South Laredo Holdings, LLC.,. If the City terminates this Agreement as a result of default by South Laredo Holdings, LLC.,, the tax abatement shall be immediately abolished and the City shall have the right to recapture all waived permits and inspections fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to South Laredo Holdings, LLC., and South Laredo Holdings, LLC., hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if City fails to timely pay the bill. Nothing in this Agreement shall preclude South Laredo Holdings, LLC., from disputing the bill.

VII. TERMINATION AT WILL

If the City and South Laredo Holdings, LLC., mutually determine that the development or use of the Property are no longer appropriate or feasible, or that a better use is preferable, the City and South Laredo Holdings, LLC., may terminate this Agreement in a written format that is signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and South Laredo Holdings, LLC., and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2015, by City of Laredo.

BY: _____
Jesus Olivares, Interim City Manager

ATTEST:

_____
Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

_____
Kristina Laurel Hale
Assistant City Attorney

Executed this the day of _____, 2015, by South Laredo Holdings, LLC.,

BY: _____
Name: _____
Title: _____

COUNCIL COMMUNICATION

DATE:	**SUBJECT: RESOLUTION NO. 2015-R-24**
3/16/2015	**Authorizing fee waivers and a tax abatement agreement between the City of Laredo and South Laredo Holdings, LLC. for the rehabilitation and new construction of residential property located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The proposed Residential Property eligible for rehabilitation and new construction includes rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear in the total amount of $17,769.95 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $113.19 and estimated total fee waiver of $459.00 on new improvements for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information.**

INITIATED BY:	**STAFF SOURCE:**
Horacio A. De Leon, Jr. Assistant City Manager	Ramon E. Chavez, P.E., Director Building Development Services Department

PREVIOUS COUNCIL ACTION:
Approval of Resolution 2013-R-023 on March 18, 2013 creating the Neighborhood Empowerment Zone (NEZ) and outlined the potential incentives for projects located within the NEZ and the guidelines for approval process.

BACKGROUND:
The City of Laredo created the NEZ Program to improve City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners, and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

South Laredo Holdings, LLC. is proposing a Residential project located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The residential project will consists of rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear. The estimated capital investment of the rehabilitation project is $17,769.95. The project is located within the NEZ District III and meets the zoning requirements as established by the NEZ criteria.

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, and Sprinkler System Fees.

FINANCIAL IMPACT:
Based on the above representations the estimated fee waivers by the City of Laredo will approximately total $459.00 and estimated five (5) year total tax abatement is anticipated to be $565.95.

COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Staff **recommends** that City Council approve this resolution.

RESOLUTION NO. 2015-R-24

Authorizing fee waivers and a tax abatement agreement between the City of Laredo and South Laredo Holdings, LLC. for the rehabilitation and new construction of residential property located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division. The proposed Residential Property eligible for rehabilitation and new construction includes rehabilitation of the existing 1,878 sq. ft. structure and construction of a new 570 sq. ft. structure in the rear in the total amount of $17,769.95 which is equal to or in excess of 20% of the Base Value of the property in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will consist of an estimated annual tax abatement total of $113.19 and estimated total fee waiver of $459.00 on new improvements for the purpose of economic development. Guidelines and criteria for the agreement are set forth in the attached agreement and information. (AS AMENDED)

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, South Laredo Holdings, LLC. is proposing a Residential project located at 2320 Laredo St., Lot 6 Block 1348 Eastern Division within the NEZ District III, that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The residential project located at 2320 Laredo St. is hereby approved for fee waivers, which will approximately total $459.00 and tax abatement, which will approximately total $113.19 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2015.

BY: _____

PETE SAENZ

MAYOR

ATTEST:

_____

GUSTAVO GUEVARA, JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

BY: RAUL CASSO

CITY ATTORNEY

_____

BY: KRISTINA LAUREL HALE

ASSITANT CITY ATTORNEY

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Authorizing the City Manager, in support of the City of Laredo International Airport Noise Compatibility Program, to award a contract for Sound Insulation Services, to Northeast Noise Abatement Corporation of Warwick Rhode Island, in the amount of $432,000.00, as the lowest qualified bidder for the sound insulation of two (2) homes and eight (8) apartment buildings consisting of thirty-nine (39) individual units (Phase 9). Funding is available in the Airport Construction Fund-FAA Grant No. 72.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo received 2 bids on February 26, 2015, and opened the bids on February 27, 2015 at 3:00 P. M. The amounts of each bid are as follows: Norheast Noise Abatement Corporation, Warwick, RI, $432,000.00, ABBA Construction, LLC, Laredo, Texas, $598,969.00. Northeast Noise North Abatement Corporation submitted the lower and more responsible bid of the two. Based on their experience in successfully completing residential sound insualtion construction contracts in other cities, staff recommends that they be awarded the constract for Phase 9 of the Laredo International Airport Residential Sound Insulation Program.

Northeeast Noise Abatement Corporation has completed Phase 7 and is completing Phase 8 of the City, and has met or exceeded all contract requirements on both phases. Their financial condition is sound and the firm has the bonding capacity to provide the required Perfromance and Payment Bonds

A search of the Federal Government's System for Award Managment (SAM) website did not reveal any exclusion entries in the system. Therefore, the firm has not been debarred, suspended, or excluded from bidding or being awarded a federally funded project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Recommends approval of MOTION.

	Fiscal Impact
Fiscal Year:	2015
Bugeted Y/N?:	y
Source of Funds:	FAA Grant 72
Account #:	43336045835511
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Authorizing the City Manager to execute a contract with Park Place Recreation Designs, Inc., for the design and construction of a basketball court shade structure for Slaughter Park in the amount of $206,267.00. This purchase is through the Buy Board Cooperative Purchasing Program Pricing. Funding is available in the Community Development Block Grant 40th Action Year.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

As part of the Slaughter Park Improvements Project, the City requested a Buy Board Cooperative Purchasing Program Pricing for the design and construction of a basketball court shade structure from Park Place Recreation Designs, Inc. Contract entails an all steel large metal shade structure, installation of structure, rentals, footings, engineered drawings, paint structural members, light fixtures, flood lights, permits and payment/performance bond for the amount of $206,267.00. Funding is available in the Community Development Block Grant 40th Action Year.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be executed.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	2014 CDBG 40thAction Year
Account #:	211-8480-555-1367
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Community Development Block Grant 40th Action Year.

Attachments

Contract - Slaughter Park BB Shade Structure

Quote - Slaughter Park BB Shade Structure

CONTRACT
PURCHASE AND INSTALLATION OF SLAUGHTER PARK SHADE STRUCTURE

This contract is made this ____ **day of March, 2015** between the City of Laredo, hereinafter termed the City, and Park Place Recreation Designs, Inc., termed the Contractor.

WHEREAS, the City wishes to contract for providing all equipment, materials, permits and labor needed for the purchase and installation of a Basketball Court Pavilion Shade Structure for the Slaughter Park Improvements project for the Parks and Leisure Services Department in accordance with the provisions of the **purchase order # _____ dated _____** (attached as Exhibit "A") and the Specifications by the City for the project (attached as Exhibit "B"), and which are made a part of this contract: and;

WHEREAS, the Contractor represents that he is fully equipped and competent to perform the work in accordance with the provisions of the Specifications titled, to purchase and installation of a Basketball Court Pavilion Shade Structure for the Slaughter Park Improvements project for the Parks and Leisure Services Department in accordance with the provisions for this project which are made a part of this contract (attached as Exhibit "A" and "B").

1. Upon completion of the project in accordance with the Specifications and Plans and after the approval of the work by the City's representative, the City will pay the Contractor the sum of **Two Hundred and Six Thousand Two Hundred and Sixty Seven and zero cents ($206,267.00).** The Contractor agrees to furnish all necessary materials, permits, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services, and whatever else may be necessary to complete the said installation in accordance with the specifications listed in the proposal.

2. Contractor indemnifies the City against any loss, damage, personal injury or death caused by the negligent acts or omissions of contractor, its agents or employees arising out of the work contracted for and the consumption or use of the products sold; provided, however, that nothing contained herein requires the Contractor to defend or indemnify City for losses, damages, injuries, or death arising out of negligence of the City, its agents or, employees.

3. The Contractor shall maintain insurance in the following types and amounts for the duration of this contract and furnish Certificates of Insurance thereof:

   a. Commercial General Liability in the name of the contractor in minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation ($1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.

   b. Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of $1,000,000 each occurrence each accident and $1,000,000 disease each-occurrence and $1,000,000 each disease aggregate.

   c. Commercial Auto Liability insurance at minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty (60) day notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

4. The Contractor shall not commence work under this contract until it has obtained all insurance and until such insurance has been reviewed by the City of Laredo Risk Manager's office.

5. An original copy of all Certificates of Insurance shall be incorporated into the contract upon contract execution. (**See Certificate of Insurance attached as Exhibit "C").**

   The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. In addition, the company must be acceptable to the City and all insurance (other than Workmen's Compensation) shall be endorsed to include the City as an additional insured there under.

6. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after the City has received written notice as evidenced by return receipt or registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies the expiration date and the above-mentioned notice of cancellation clause.

7. In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor, arising out of its performance of this contract, the Contractor shall give written notice thereof, to the City (within two (2) working days after being notified) of such claim, demand, suit, or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the Purchasing Manager and the City Attorney.

8. Contractor further agrees to begin work on or before the tenth (10th) day following the date set by the City in the written notice to proceed and to complete the work within **one hundred and twenty (120) calendar days**.

9. If the work should take longer than said days, the Contractor agrees to pay to the City, as liquidated damages, the sum of $200.00 for each calendar day that the work takes beyond said within **one hundred and twenty (120) calendar days**.

10. The contractor agrees to comply with the requirements set by the U.S. Dept. of Housing and Urban Development in regard to 1.) labor standard provisions, including the Davis Bacon prevailing wage requirements, the Contract Work Hours and Safety Standards Act proving for overtime pay, the Copeland Act providing for the submittal of payroll reports and permissible deductions, as well as the Fair Labor Standards Act; 2.) employment and contracting requirements including Section 3 compliance, and 3.) equal opportunity and anti-discrimination requirements. These are detailed in the **Terms and Conditions attached as Exhibit "D", Wage Determination as Exhibit "E" and Section 3 Compliance as Exhibit "F".**

WITNESS:
Parks and Leisure Services Department

_____

Osbaldo Guzman, Director
2301 Piedra China
Laredo, TX 78044
(956)795-2350

CONTRACTOR:
Park Place Recreation Designs, Inc.

_____

Marilyn Ahrens, Vice President
P.O. Box 18186
San Antonio, TX 78218
(800) 626-0238
(210) 821-5878

Community Development Department

_____

Thelma V. Acosta, Director
1301 Farragut St. 3rd Floor
Laredo, TX 78040
(956)795-2675

OWNER: City of Laredo, TX

_____

Jesus Olivares, Interim City Manager
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956)791-7302

ATTEST

_____

Gustavo Guevara, Jr.
City Secretary

APPROVED TO AS FORM:

_____

Raul Casso
City Attorney

TERMS AND CONDITIONS

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL REQUIREMENTS

I. Equal Employment Opportunity Regulations

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the

Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

II. Section 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

III. Federal Labor Standards Regulations

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:
Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

Required federal labor standards posters and forms are **attached as Exhibit "G".**

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as Exhibit D hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall

be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee 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 the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed original payrolls to the Department of Community Development. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the

apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of

its subcontractors) and the City of Laredo, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 provisions set forth in subparagraph (j)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 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 provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Park Place Recreation Designs, Inc.

OFFICE
P.O. Box 18186
San Antonio, TX 78218

PHONE
800-626-0238
210-821-5878

FAX
210-832-0115

EMAIL
fun@miracleparkplace.com

WEB
www.miracleparkplace.com
www.the-art-of-play.com

Date: 2015-03-02 Customer: City of Laredo Parks and Recreation

Project: Basketball Court Pavilion
Slaughter Park

Revised Per City Engineer's Specifications

ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
All Steel Large Metal Shade Structure, roofline 90' X 110', 20' eave height, 2:12 roof slope, includes gutters/downspouts, rated for 115 mph wind load	1	$ 74,412.00	$ 74,412.00
Installation of structure	1	34,564.00	34,564.00
Rentals	1	8,622.00	8,622.00
Footings as required by engineered drawings	1	2,293.00	2,293.00
Engineered Drawings	1	1,327.00	1,327.00
Paint structural members	1	13,796.00	13,796.00
Provide and install 16 low bay light fixtures and 4 outside flood lights with timers	1	68,533.00	68,533.00
Permits	1	1,327.00	1,327.00
BuyBoard Discount (Contract #423-13)			(3,721.00)
Payment/Performance Bond			$ 5,114.00
		Subtotal	$ 206,267.00
	Tax	0%	$ 0.00
		GRAND TOTAL	$ 206,267.00

Approved BuyBoard Vendor
Contract #423-13:
Park Place Recreation Designs

*Above pricing includes materials, delivery and installation.
*If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer: T*DLR Registration/Review/Inspections*.
*Prices are valid for 30 days after which they are subject to change. Any work not specifically mentioned in this proposal as being included shall be considered excluded The customer will be responsible for any taxes owed.

Authorized By:_____

Printed Name Signature Date

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

Directing staff to prepare a service plan for the voluntary annexation of six (6) tracts of land totaling 2,162.5829 acres, more or less, as follows:

Tract 1: Majestic Realty Tract – 1,992.92 acres, more or less, located east of Unitec Industrial Park.

Tract 2: 4V Holdings Tract – 83.4979 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 3: Calk Tract - 39.52 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 4: Union Pacific Tract – 29.435 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 5: Port Drive R.O.W. Extension Tract - 7.753 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 6: Laredo Town Center Tract – 9.457 acres, more or less, east of Loop 20 and north of El Ranchito Road (RR 6078A).

Being a total annexation of approximately 2,162.5829 acres, more or less, as further described on attachment "A", in accordance with Section 43.052 of the Texas Local Government Code.

PREVIOUS COUNCIL ACTION

On January 20, 2015, the City Council adopted a schedule of hearings and proceedings for voluntary annexations for calendar year 2015.

BACKGROUND

The following tracts of land are designated for voluntary annexation:

Voluntary Annexation:
Tract 1: Majestic Realty Tract – 1,992.92 acres, more or less, located east of Unitec Industrial Park.

Tract 2: 4V Holdings Tract – 83.4979 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 3: Calk Tract - 39.52 acres, more or less, located east of Cuatro Vientos Road and south of Wormser Road.

Tract 4: Union Pacific Tract – 29.435 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 5: Port Drive R.O.W. Extension Tract - 7.753 acres, more or less, located south of Unitec Industrial Park and north of the Missouri Pacific Rail Yard.

Tract 6: Laredo Town Center Tract – 9.457 acres, more or less, east of Loop 20 and north of El Ranchito Road (RR 6078A).

COMMITTEE RECOMMENDATION

Not applicable.

STAFF RECOMMENDATION

Approval.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

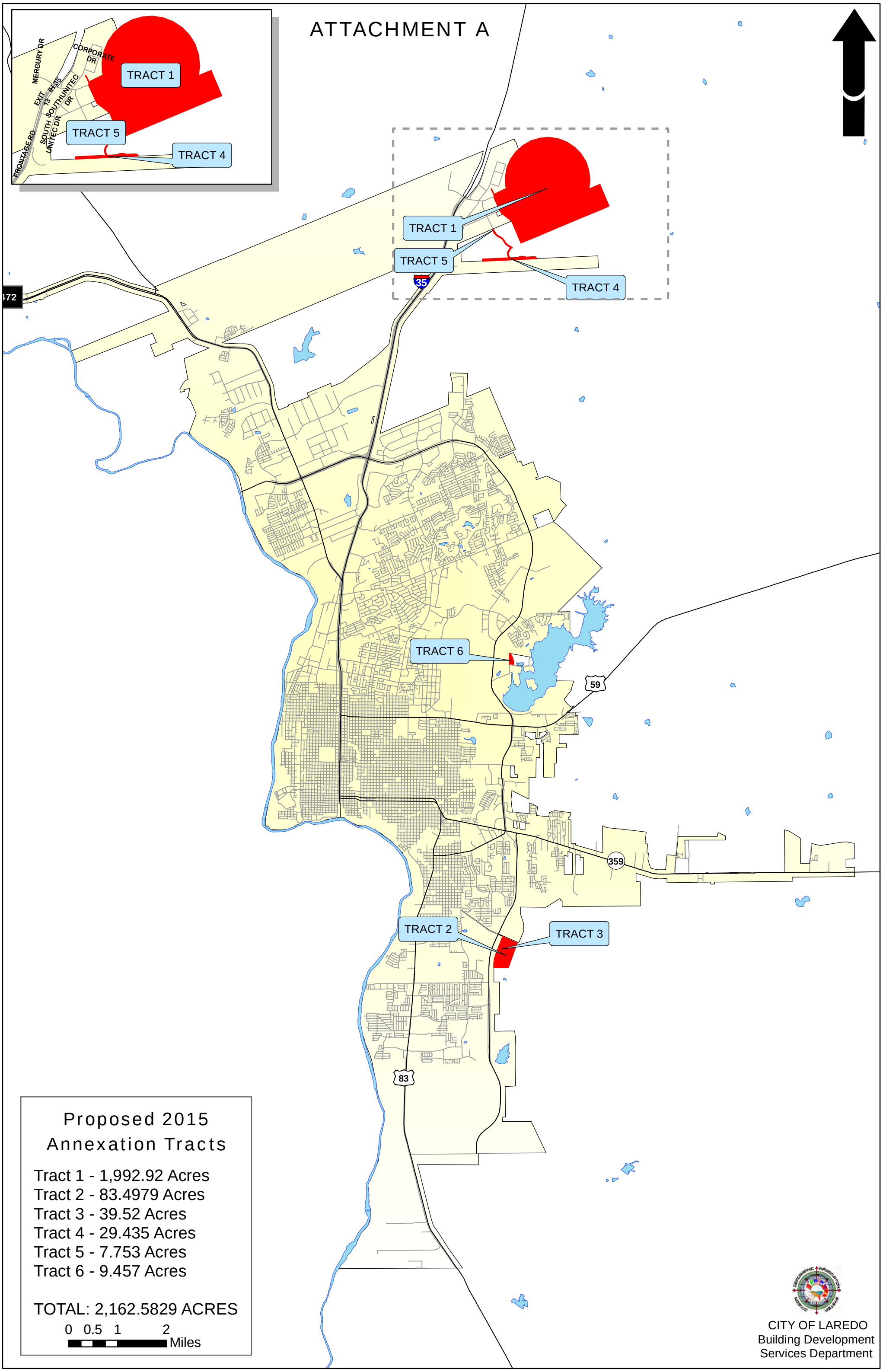
FINANCIAL IMPACT:

The financial implicatin will be outlined in the *Annexation Feasibility Analysis*.

Attachments

Proposed 2015 Annexation Tracts
Proposed Annexation Tract 1
Proposed Annexation Tract 2
Proposed Annexation Tract 3
Proposed Annexation Tract 4
Proposed Annexation Tract 5
Proposed Annexation Tract 6

ATTACHMENT A



Proposed 2015
Annexation Tracts

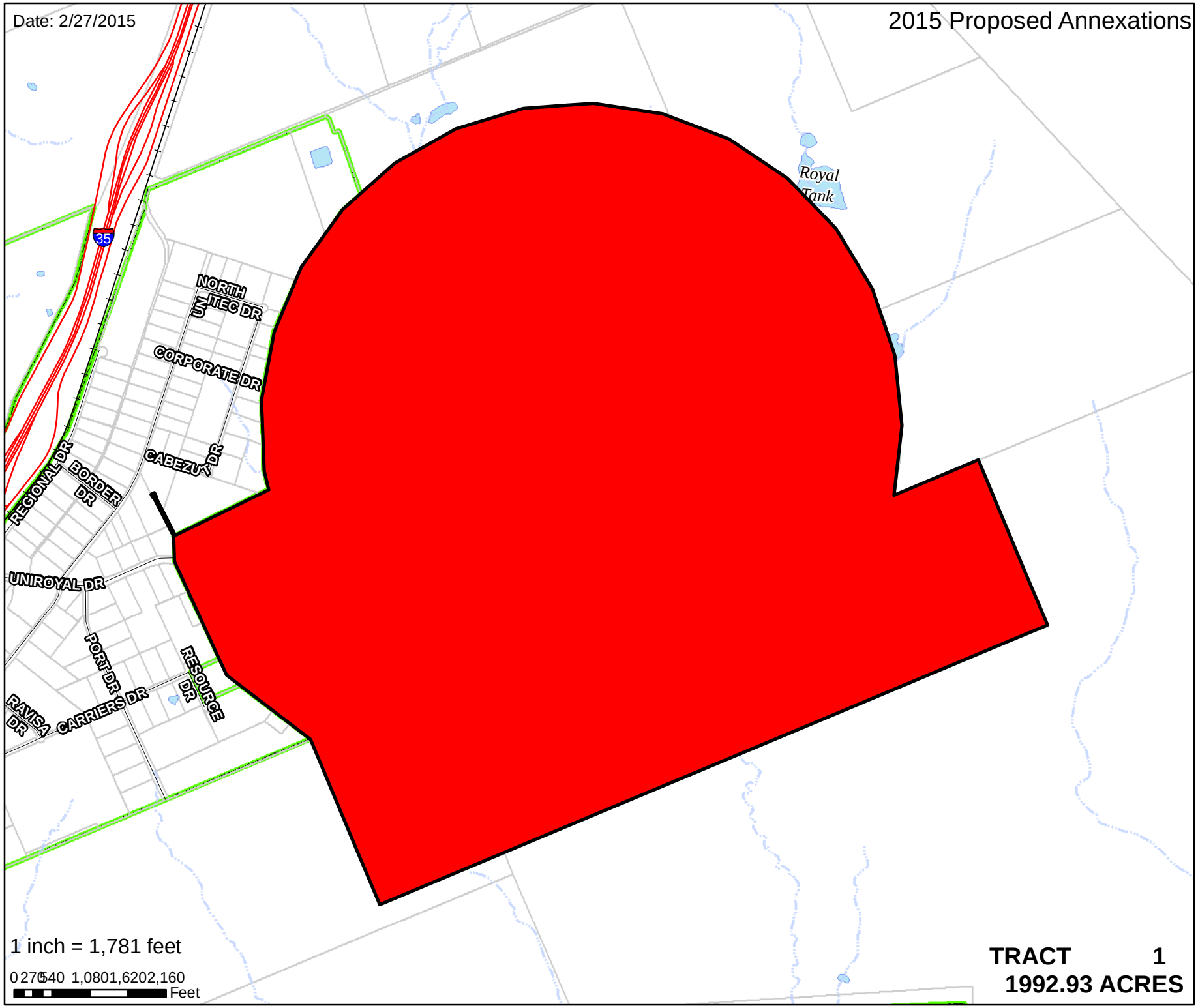
Tract 1 - 1,992.92 Acres
Tract 2 - 83.4979 Acres
Tract 3 - 39.52 Acres
Tract 4 - 29.435 Acres
Tract 5 - 7.753 Acres
Tract 6 - 9.457 Acres

TOTAL: 2,162.5829 ACRES

0 0.5 1 2 Miles

Date: 2/27/2015

2015 Proposed Annexations



1 inch = 1,781 feet

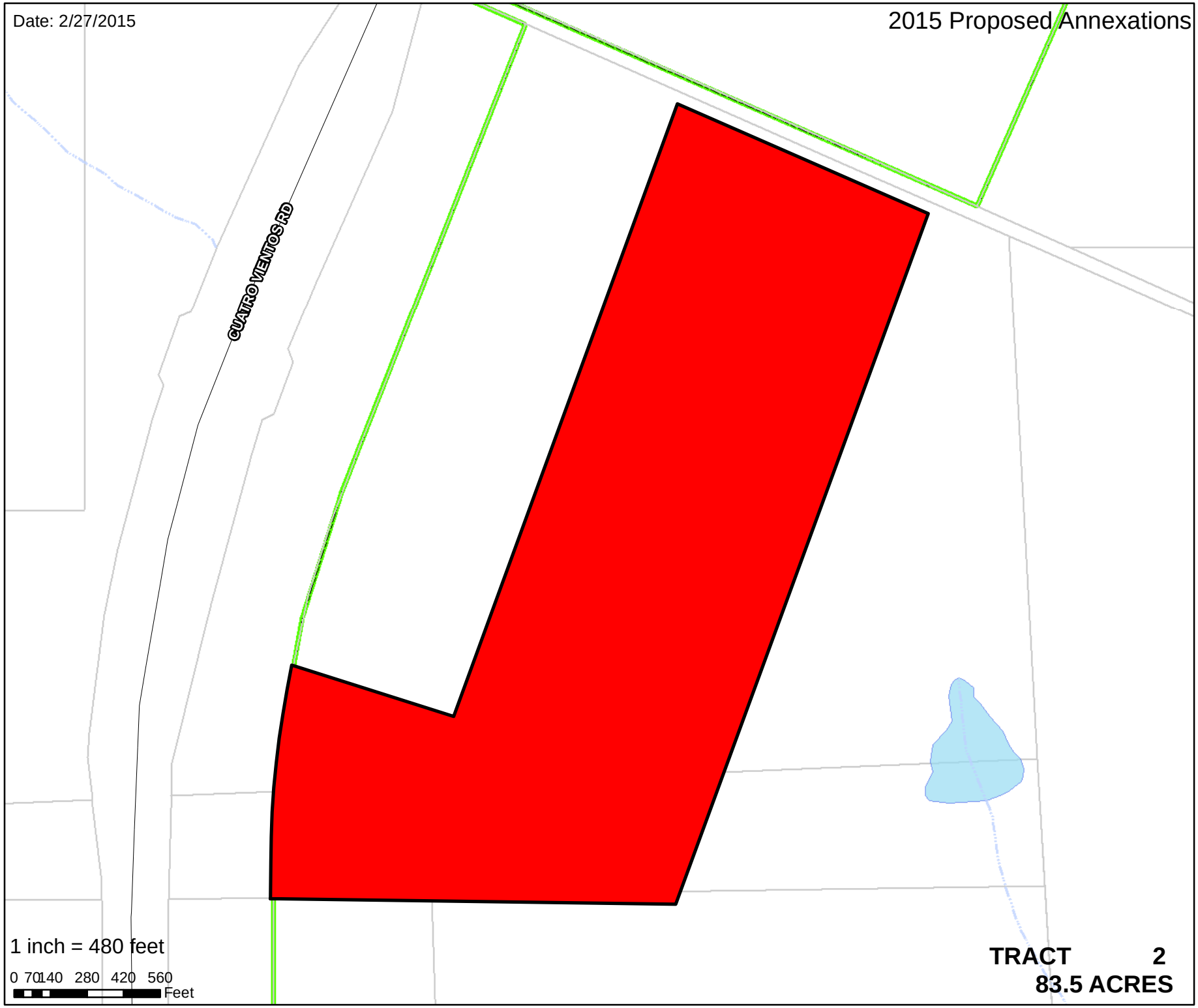
0 270 540 1,080 1,620 2,160 Feet

TRACT 1
1992.93 ACRES

DISCLAIMER
The information provided in this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The City of Laredo assumes no liability for any decisions made or actions taken or not taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

Date: 2/27/2015

2015 Proposed Annexations



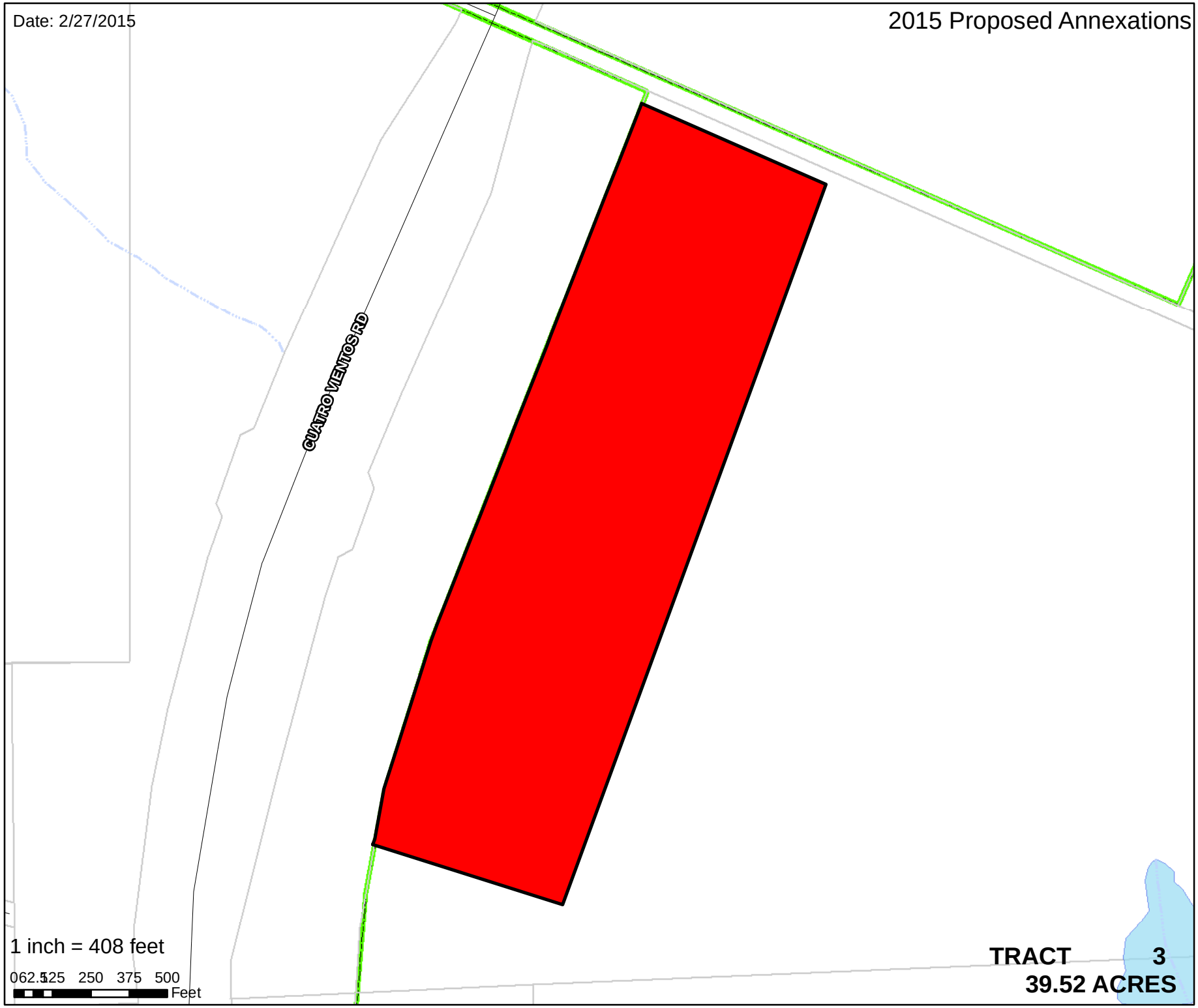
1 inch = 480 feet

0 70 140 280 420 560 Feet

TRACT 2
83.5 ACRES

Date: 2/27/2015

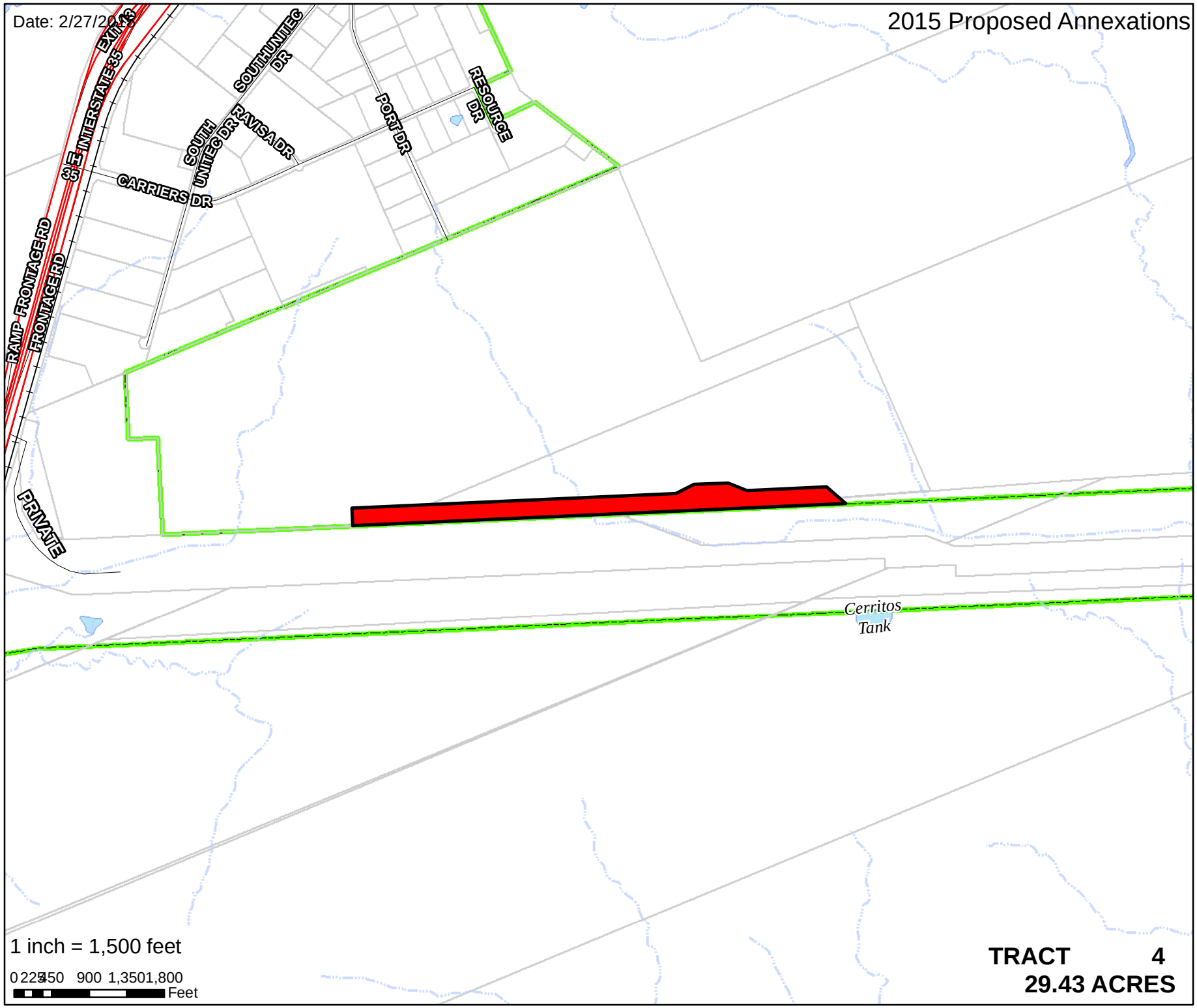
2015 Proposed Annexations



TRACT 3
39.52 ACRES

Date: 2/27/2013

2015 Proposed Annexations



1 inch = 1,500 feet

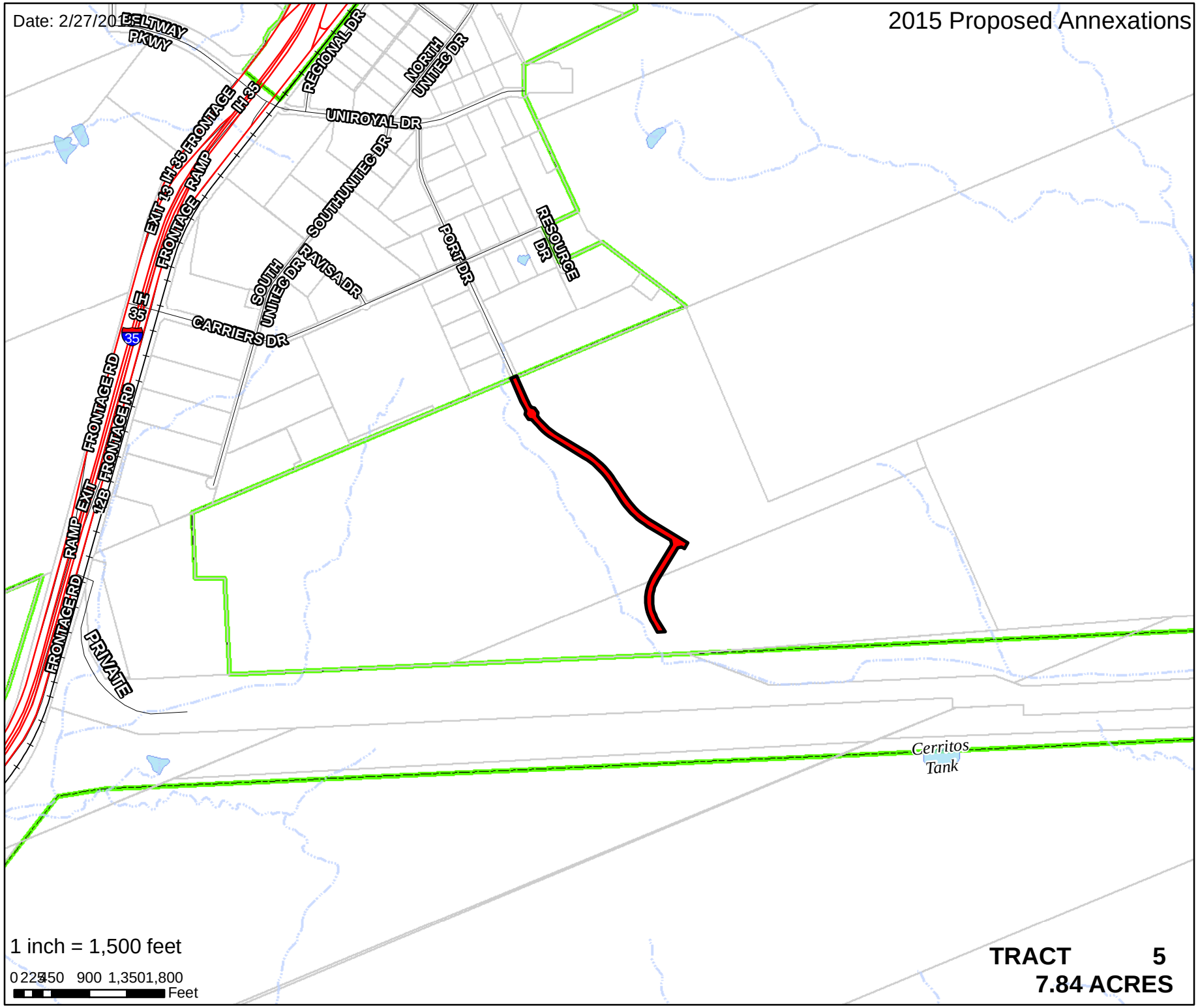
0 225 450 900 1,350 1,800 Feet

TRACT 4
29.43 ACRES

DISCLAIMER
The information provided in this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The City of Laredo assumes no liability for any decisions made or actions taken or not taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

Date: 2/27/2015

2015 Proposed Annexations

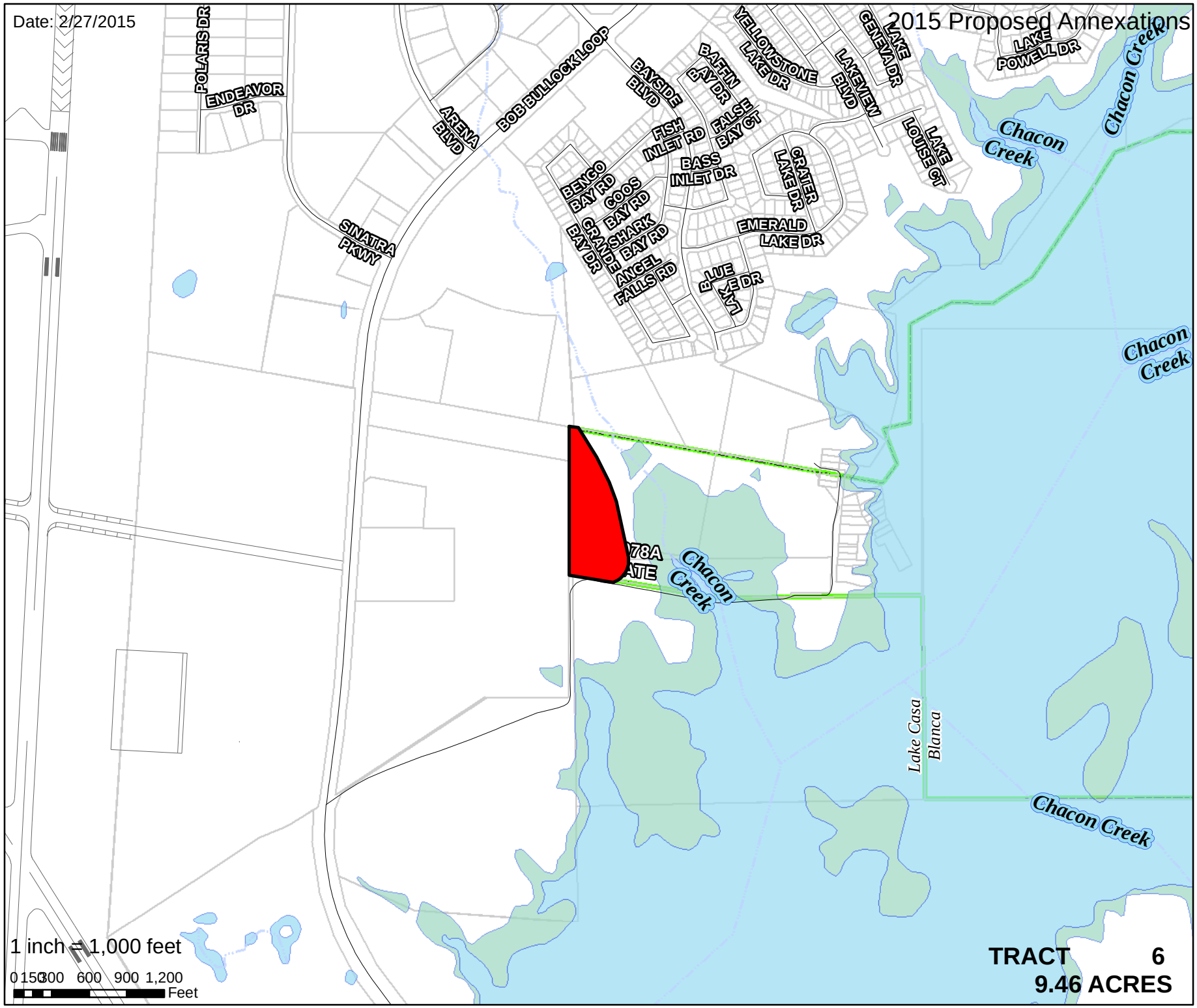


1 inch = 1,500 feet

0 225 450 900 1,350 1,800 Feet

TRACT 5
7.84 ACRES

DISCLAIMER
The information provided in this map was submitted to, gathered by and/or developed by the City of Laredo from various sources. Geographic information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The City of Laredo assumes no liability for any decisions made or actions taken or not taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.



DISCLAIMER

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City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

Authorizing the City Manager to donate two (2) surplus X2 Model Segways Transportation Systems to the Webb County Constable's Office, Precinct 4. The Segways will be used for law enforcement purposes to patrol the North Central Park and Bartlett Soccer Complex. The City of Laredo Police Department donates these Segways Transportation Systems as is and does not assume any liability associated with their use after they have been transferred. The Segways were purchased from the 2007 C.O. and will be disposed according to the City of Laredo's Asset Disposition Policy.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

These Segways were purchased back in 2008 using funds from the 2007 C.O. Bond. They have been a resourceful tool for the Police Department and are one of the main modes of patrol for the parks, downtown area, and special events. The City of Laredo was approached by Webb County Constable's Office Precinct 4 with the need of two (2) Segways for patrolling the North Central Park and Bartlett Soccer Complex. The donation of these two (2) Segways will increase accessibility for the Constables in Pct. 4 to better patrol indoor and outdoor environments.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y

Source of Funds: Bond
Account #:
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

None.

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police

SUBJECT

Consideration to authorize a purchase contract with RZ Communications for the purchase of twenty one (21) Mobile Computer Terminals (MCT'S), through contract No. DIR-TSO-2520 in the amount of $140,215.53 for replacement in patrol vehicles. Funding is available in the Police Department Trust Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The MCT Panasonic CF-31 provides the officers emergency call information and is capable of dispatching officers to law enforcement incidents. It also allows the officer to create incident, accident, field contact, and citation reports. Another purpose for this device is the access to police dash cam video. Twenty-one (21) Mobile Computer Terminals (MCT's) need to be replaced in patrol vehicles in order to be in compliance with Criminal Justice Information Services (CJIS) Security Policy.

Item	Qty	Unit Price	Est. Total
MCT Panasonic CF-31	21	$6,676.93	$140,215.53

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Y

Source of Funds: Police Trust Fund
Account #: 665-2300-523-2035
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding for this purchase is available in the Police Department Trust Fund.

Attachments

Quote for 21 MCT's

RZ COMMUNICATIONS

1400 Smith Rd., Suite 101B
Austin, Texas 78721
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.
Laredo, Texas 78041
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.
Port Arthur, TX. 77640
Phone: 409-984-5591 Fax:

Date: February 27, 2015

Quotation Prepared for:
City of Laredo Police Dept.
Robert Herrera
Office (956)795-2336
Cell
Email:

Quotation Prepared By:
Frank Puente
Cell 956-645-3985
Email: fpuente@rzcomm.com
Email:

MOTOROLA premier service partner

Part Number	Description	Qty	Unit Price	Extended Price
CF-31WBLCH1M	PANASONIC : Win7, Intel Core i5-3340M 2.70GHz, vPro, 13.1 XGA Touch,	21	$ 5,860.93	$ 123,079.53
	XGA Touchscreen LCD, 256GB Solid State Drive, 4GB			
	Wi-Fi, Bluetooth, Dual Pass Docking station , Fingerprint Reader,Backlit Emissive			
	Keyboard Extended Warranty coverage is based two-year (Total 5yr)			
	(Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier			
	Life-cycle Solution Consulting Services ,Premier Services Level Program			
GPSDM700/5800GGT	*Shark Body Mount Antenna operates 698 thru 5875 MHz, including LTE*	21	$ 98.00	$ 2,058.00
C-SM-SA	*Mounting Bracket*	21	$ 65.00	$ 1,365.00
C-HDM-134	*Fixed Adapter Plate*	21	$ 90.00	$ 1,890.00
E45877	*Swipe Card Reader*		$ 73.00	$ 1,533.00
	Removal of existing MW-910 and its docking station	21	$ 115.00	$ 2,415.00
	Instalation of CF-31 Panasonic Tough Book	21	$ 375.00	$ 7,875.00
	Note : Quote good for 45 Days			
			Total	$ 140,215.53

Assumptions' ; Prices are based on Panasonic DIR Contract - Contract # Tx-DIR-TSO-2520

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of eight (8) vehicles from Silsbee Ford, Silsbee, Texas in the amount of $270,089.76. The purchase of these vehicles shall be made utilizing the BuyBoard Cooperative Purchasing Program. Funding is available in the 2014 Operation Stonegarden Grant Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard Cooperative Purchasing Program, contract No. 430-13.

BACKGROUND

Authorization is requested to purchase eight (8) vehicles for the Police Department utilizing the BuyBoard Cooperative Purchasing Program contract pricing. Delivery is expected within sixty to ninety (60-90) days after receipt of order.

Vendor	Description	Qty	Unit Price	Extended Total
Silsbee Ford BuyBoard Contract# 430-13	2015 Ford Interceptors SUV	8	$ 23,131.00	$ 185,048.00
	Police Package (Sirens, Partition, Window Barrier, Storage Box, Amber Lights, etc.)	8	$ 10,580.22 BuyBoard Fee Total	$ 84,641.76 $ 400.00 $ 270,089.76

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2324-525-9004
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2014 Operation Stonegarden Grant.

Attachments

Buyboard Contract Quote for 8 vehicles

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: DEPUTY CHIEF TREVINO
Email: ctrevino@ci.laredo.tx.us 956-795-3114
Product Description: 2015 FORD INTERCEPTOR SUV

Prepared by: GLEN ANGELLE
Phone: 409-988-9377
Email: gangelle.cowboyfleet@gmail.com
Date: February 3, 2015

A. **Bid Series:** _____ **A. Base Price:** $ 23,131.00

B. **Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
	AWD			HOWLER SIREN	$ 456.00
	LEFT SPOTLIGHT	$ 202.10		4 WHELEN VERTEX LED WHITE	$ 232.00
	AUX CLIMATE CONTROL	$ 573.40		2 ION LED RED/BLUE REAR HATC	$ 176.00
	COURTESY DISABL. (DARK CAR)	$ 20.00		2 SINGLE AVENGERS RED/BLUE	$ 246.00
	KEY ALIKE	$ 50.00		PROGARD REAR SEAT	$ 825.00
	RR DR,/LK INOP	$ 35.00		UNIVER. EQUIP. STORAGE BOX	$ 399.00
	REVERSE SENSING	$ 258.50		4" 12 VOLT FAN	$ 125.00
	FRT. LIGHT HOUSING	$ 117.50		SETINA PB400 PUSHBUMPER	$ 225.00
	AUX. FUSE BOX	$ 25.00		SETINA SPACE PARTITION	$ 546.00
	3.7L V6			SETINA WINDOW BARRIER	$ 143.00
	6-SPD. AUTOMATIC			KEYLESS ENTRY	$ 225.00
				Total of B. Published Options:	**$ 4,879.50**

C. **Unpublished Options [Itemize each below, not to exceed 25%]** **$=** 17.4 **%**

Options	Bid Price	Options	Bid Price
WHELEN M4 LED RED (PSH BMPR)	$ 112.00	TX. SPECIAL LIBERTY BAR, SIREN, AMBER	$ 1,895.00
WHELEN M4 LED BLUE (PSH BMPR)	$ 112.00	TRF. ADVISOR, SPEAKER	
2 WHELEN 3X4 FILLER PANEL	$ 5.50	SETINA SINGLE UNIVERSAL GUN RACK	$ 315.00
2 400 SERIES BLACK HOUSING	$ 69.00		
WIRING	$ 216.00		
DEALER SERVICES	$ 2,144.97		
		Total of C. Unpublished Options:	**$ 4,869.47**

D.	**Pre-delivery Inspection:**	
E.	**Texas State Inspection:**	
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	
I.	**Contract Price Adjustment:** _____	
J.	**Additional Delivery Charge:** 475 **miles**	**$ 831.25**
K.	**Subtotal:**	**$ 33,711.22**
L.	**Quantity Ordered** 8 **x K =**	**$ 269,689.76**
M.	**Trade in:** _____	
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	**$ 400.00**
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 270,089.76**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize a purchase contract with the sole source provider, Utility Associates, Inc., in the amount of $51,960.00 for the purchase of eight (8) digital video camera systems for the new Police Department patrol vehicles. Funding is available in the 2014 Operation Stonegarden Grant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Authorization is requested to purchase eight video cameras systems for the new Police Department patrol vehicles. Utility Associates, Inc. headquartered in Tucker, Georgia is the Sole Source Manufacture of the Digital Patroller Video Systems, and all related software and products, and they are not available from another manufacturing source.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2324-525-9004
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2014 Operation Stonegarden Grant.

Attachments

Utility Associates- Sole Source Letter

Quote

UTILITY

Laredo Police Department, TX
Attn: Purchasing

The following is Utility Associates, Inc.'s sole source statement for DigitalPatroller®.

Utility Associates, Inc. headquartered in Tucker, Georgia and is the Sole Source Manufacturer of the DigitalPatroller Video Systems, and all related software and products, and they are not available from another manufacturing source.

The DigitalPatroller Systems contain the following specific sole source features:

- In-car internal Solid State Drives with more than 24 hours of record time
- DVR capable of recording at a rate of 30 frames per second for 2 cameras simultaneously at a resolution of 720 x 480.
- DVR capable of recording 3 audio channels simultaneously.
- Video Data Transfer via 3 methods:
  - Gigabit Ethernet
  - 802.11 a/b/g/n
  - USB drive, SD Card or USB Memory Stick
- Utility Associates Inc. holds fundamental intellectual property in mobile digital video recording systems for public safety and other markets. For example, one of Utility Associates Inc.'s patents is U.S. Patent 6,831,556, "Composite Mobile Digital Information System", a ground breaking concept of integrated video, audio and metadata streams. In addition, the patent addresses methods of file transfer, wireless transfer and streaming, and pre-event recording.
- The Utility Enhanced Microphone is the only wireless microphone system that interfaces directly to the DigitaPatroller1 in-vehicle video system which includes automatic synchronization, power, audio and communication controls. The Utility Enhanced Microphone can only be purchased through Utility.

The DigitalPatroller Mobile Digital Video System is compatible with current Laptops or MDT's and allows the operation of the system to be activated by the DigitalPatroller Laptop Software. The DigitalPatroller video archive and retrieval software, database, and server solutions are compatible with existing IT infrastructure.

Regional Sales Manager
Kelli Worley
(919) 449-6161

SALES QUOTE

UTILITY

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 600
Decatur GA 30030
(404) 816-0300
www.utility.com

Date	2/2/2015
Sales Quote #	8878
Customer:Subscription	Laredo TX Police
Expires	3/4/2015
Sales Rep	Worley, Kelli
PO #	
Terms	

Bill To

Accounts Payable
Laredo Police Department (TX)
P.O. Box 210
Laredo TX 78042-0210

Ship To

Armando Villarrea
Laredo TX Police
Laredo Police Department (TX) P.O. Box 210
laredo TX 78042-0210

Item	Description	Qty	Price Each	Amount
CORE-HB-1005	CORE 5 year Bundle - Includes the following:	8		
CORE-HB-1005-X	CORE LTE In-Car Video Recorder, Front/Rear HD Cameras, MIMO Antennas, Locker, and 5 years Ultimate Witness and AVaiL Web SaaS, and Hardware Warranty	8	5,894.00	47,152.00
CORE-H-101	CORE LTE In-Car Video Recorder, Front/Rear HD Cameras, MIMO Antennas, Locker	8	0.00	0.00
CORE-S-501	Ultimate Witness, AVaiL Web SaaS, and Hardware Warranty - 5 Years	8	0.00	0.00
End of Group				47,152.00
NFS-101	NFS (NMEA Forwarding Service) - Windows 7 / 8 Perpetual License Per Device	8	72.00	576.00
Kustom, Golden Eagle	Kustom, Golden Eagle assembly	8	45.00	360.00
SER-I-5202	Rocket Hardware Installation - Specialty Vehicle / CORE	8	459.00	3,672.00
shipping	No LCD/Installations to be performed by RZ Communications.	8	25.00	200.00

Total $51,960.00

Motions **30.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize a purchase contract with RZ Communications, the only authorized dealer for the acquisition of Mobileye Vehicle Detection System and Zebra Mobile Printers, and the purchase of Mobile Computer Terminals (MCT'S) through contract No. DIR-TSO-2520 for the eight (8) new Police Department patrol vehicles in the amount of $68,605.88. Funding is available in the 2014 Operation Stonegarden Grant and the Police Department Trust Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The MCT Panasonic CF-31 provides the officers emergency call information and is capable of dispatching officers to law enforcement incidents. It also allows the officer to create incident, accident, field contact, and citation reports. Another purpose for this device is the access to police dash cam video.

The mini USB swipe reader, allows the officer to capture and use the information contained with individual drivers licenses and utilizing the captured data in the different reports the officers take on a daily basis. This device also eliminates typos and increases productivity.

The Zebra Mobile Printer will allow the officers to electronically create and print a traffic citation. Thus, reducing the amount of citations that are not submitted in a timely manner.

The Mobileye Vehicle Detection System is a smart camera that mounts on the patrol unit windshield and provides a real-time audible and visual warning to prevent unintended lane changes, collisions with vehicles and pedestrians and bicyclist.

Item	Qty	Unit Price	Est. Total
MCT Panasonic CF-31	8	$6,001.11	$48,008.88

Mini USB Swipe Reader and Radar Installation	8	$ 198.00	$ 1,584.00
Zebra Mobile Printer Plus Installation	8	$1,481.62	$11,853.00
Mobileye Vehicle Detection System	8	$ 895.00	$ 7,160.00
		Total	$68,605.88

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Y
Source of Funds: Grant/Trust Fund
Account #: Fund 229 and 665
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funds for the purchase of this equipment are available in the following line items:

2014 Operation Stonegarden- Automotive Account # 229-2324-525-9004
Police Trust Fund- Automotive Account # 665-2300-525-9004

Attachments

RZ Communication-Quotes

RZ COMMUNICATIONS

1400 Smith Rd., Suite 101B
Austin, Texas 78721
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.
Laredo, Texas 78041
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.
Port Arthur, TX. 77640
Phone: 409-984-5591 Fax:

Date: January 30, 2015

Quotation Prepared for:
City of Laredo Police Dept.
Robert Herrera
Office (956)795-2336
Cell
Email:

Quotation Prepared By:
Frank Puente
Cell 956-645-3985
Email: fpuente@rzcomm.com
Email:

MOTOROLA premier service partner

Part Number	Description	Qty	Unit Price	Extended Price
CF-31WB7CX1M	Panasonic CF-31 Windows 7 Professional, Intel Core i5-3340M 2.70GHz, 13.1" XGA	8	$ 5,533.93	$ 44,271.44
	XGA Touchscreen LCD, 256GB Solid State Drive, 4GB			
	Wi-Fi, Bluetooth, Docking station, Fingerprint Reader,Backlit Emissive Keyboard			
	Extended Warranty coverage is based two-year (Total 5yr)			
	Life-cycle Solution Consulting Services ,Premier Services Level Program			
C-SM-SA -1	*Mounting Bracket Complete W/ Swing Arm Adaptor For Angled Console*	8	$ 92.18	$ 737.44
	Instalation of CF-31 Panasonic Tough Book	8	$ 375.00	$ 3,000.00
	Note : Quote good for 60 Days			
			Total	$ 48,008.88

Assumptions' ; Prices are based on Panasonic/ Rz DIR - Contract # TX DIR-TSO-2520

RZ COMMUNICATIONS

1400 Smith Rd., Suite 101B
Austin, Texas 78721
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.
Laredo, Texas 78041
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.
Port Arthur, TX. 77640
Phone: 409-984-5591 Fax:

Date: January 30, 2015

Quotation Prepared for:
City of Laredo Police Dept
Robert Herrera
Office 956-795-2528
Cell
Email:

Quotation Prepared By:
Frank Puente
Cell 956-645-3985
Email: fpuente@rzcomm.com
Email:

MOTOROLA premier service partner

Part Number	Description	Qty	Unit Price	Extended Price
	Quote for Radar Installation in Ford Interceptor			
	Insatallation of Radar System in 2014 Ford Interceptors	8	$ 125.00	$ 1000.00
E45877	*MINI USB SWIPE READER*	*8*	*$ 73.00*	*$ 584.00*
Note:				
			Total	$ 1584.00

Assumption(s):

This Quote is good for 60 Days

R2 COMMUNICATIONS

1400 Smith Rd., Suite 101B
Austin, Texas 78721
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.
Laredo, Texas 78041
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.
Port Arthur, TX. 77640
Phone: 409-984-5591 Fax:

Date: January 30, 2015

Quotation Prepared for:
City of Laredo Police Dept.
Robert Herrera
Office (956)795-2336
Cell
Email:

Quotation Prepared By:
Frank Puente
Cell 956-645-3985
Email: fpuente@rzcomm.com
Email:

MOTOROLA premier service partner

Part Number	Description	Qty	Unit Price	Extended Price
	Zebra Printer Quote for Interceptor SUV			
	KIT ACC VEH CRADLE W/LIGHTER	8	$ 274.00	$ 2,192.00
	RW420 RAM-101U OVER HEAD MOUNT KIT	8	$ 89.00	$ 712.00
	RW420 U/L BLTH2 Printer	8	$ 789.00	$ 6,312.00
	2 YEAR EXTENDED WARRANTY FOR TOTAL 3 YR SUPPORT (printer has 1 year)	8	$ 189.00	$ 1,512.00
	INSTALLATION OF PRINTER CRADEL & MOUNT	8	$ 135.00	$ 1,080.00
	ESTIMATED FREIGHT CHARGES			$ 45.00
	Note : Quote good for 60 Days			
			Total	$ 11,853.00

Assumptions' ;

RZ COMMUNICATIONS

1400 Smith Rd., Suite 101B
Austin, Texas 78721
Phone: 512-386-7336 Fax: 512-386-7350

4601 Maher Ave.
Laredo, Texas 78041
Phone: 956-729-0002 Phone: 956-729-0007

710 Stilwell Blvd.
Port Arthur, TX. 77640
Phone: 409-984-5591 Fax:

Date: January 30, 2015

Quotation Prepared for:
City of Laredo Police Dept
Deputy Chief Trevino
Office (956)795-2000
Cell
Email:

Quotation Prepared By:
Frank Puente
Cell 956-645-3985
Email: fpuente@rzcomm.com
Email:

MOTOROLA premier service partner

Part Number	Description	Qty	Unit Price	Extended Price
	Mobileye Pilot Project			
560 E	*Mobileye Vehicle Detection System with 2 yr Extended Warranty*	8	$ 745.00	$ 5,960.00
	Mobileye Certified Instalation	8	$ 150.00	$ 1,200.00
			Total	$ 7,160.00

Assumptions' ; Quote is good for 60 Days

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raymond E. Garner, Chief of Police; Steve E. Landin, Fire Chief; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award a software maintenance contract to the sole source provider, HTE Sungard, in the amount of $314,676.79. This maintenance contract provides customer support and service for the HTE OSSI computer software system utilized by the Police and Fire Departments. The term of the contract is for twelve (12) months ending on December 31, 2015. Funding is available in the Police and Fire Department Annual Budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Motion approved on December 18, 2006 to enter into a lease purchase agreement for the procurement of this digital information management system.

BACKGROUND

At the beginning of 2007, the Police and Fire Departments began to implement a new computer system that upgraded the digital information management system being utilized. The following areas were enhanced.

Computer Aided Dispatch
Fire Specific CAD Applications
Mobile and Field Reporting
Fire Mobile Reporting
Records Management
Police Reporting
Internet Applications (for citizens to obtain police reports)

This contract provides customer support, technical service, and upgrades.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Y

Source of Funds: 101

Account #:

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the following line item budgets:

Department	Line Item	Account Number	Amount
Police	Contractual Services-Maintenance	101-2366-523-5588	$204,539.91
Fire	Contractual Services-Maintenance	101-2410-523-5588	$110,136.88

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Mario Maldonado, Bridge Manager

SUBJECT

Consideration for approval of award of construction contract to the lowest bidder, Vision Construction Company, Laredo, Texas, in the amount of $1,199,623.40 for the World Trade International Bridge Port of Entry Hazardous Material Containment Facility with a construction contract time of one hundred eighty (180) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for November, 2015. Funding is available in the Bridge Construction Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of: constructing a new double bay, back-in-pull-out hazardous material containment facility within the confines of the World Trade International Bridge Land Port of Entry, U.S. Government Facilities. The facility will capture any spilling or leaking materials from a commercial truck backed into the facility.

The project includes preparation of right-of-way, barricades, signs and traffic control, roadway/structural/trench excavation, backfill, site grading, concrete coatings, reinforced concrete pavement, hot mix asphalt concrete pavement, roof framed canopy, sheet metal canopy roofing, CMU walls, CMU equipment room, lighting, potable water connection and electrical utilities.

Plans and specifications were prepared by Structural Engineering Associates, Inc., San Antonio, Texas.

Two (2) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, December 18, 2014, and publicly opened, read, and taken under advisement on Friday, December 19, 2014, at 11:00 A.M. as follows:

Contractor (s)	Base Bid
Vision Construction Company Laredo, Texas	$1,199,623.40

Abba Construction, LLC. Laredo, Texas	$1,499,925.00

The bid and bid bonds for Vision Construction Company, Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of $1,199,623.40 to the lowest bidder Vision Construction Company, Laredo, Texas.

Construction contract time is one hundred eighty (180) calendar days after notice to proceed is issued. Completion date for the project is scheduled for November, 2015.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

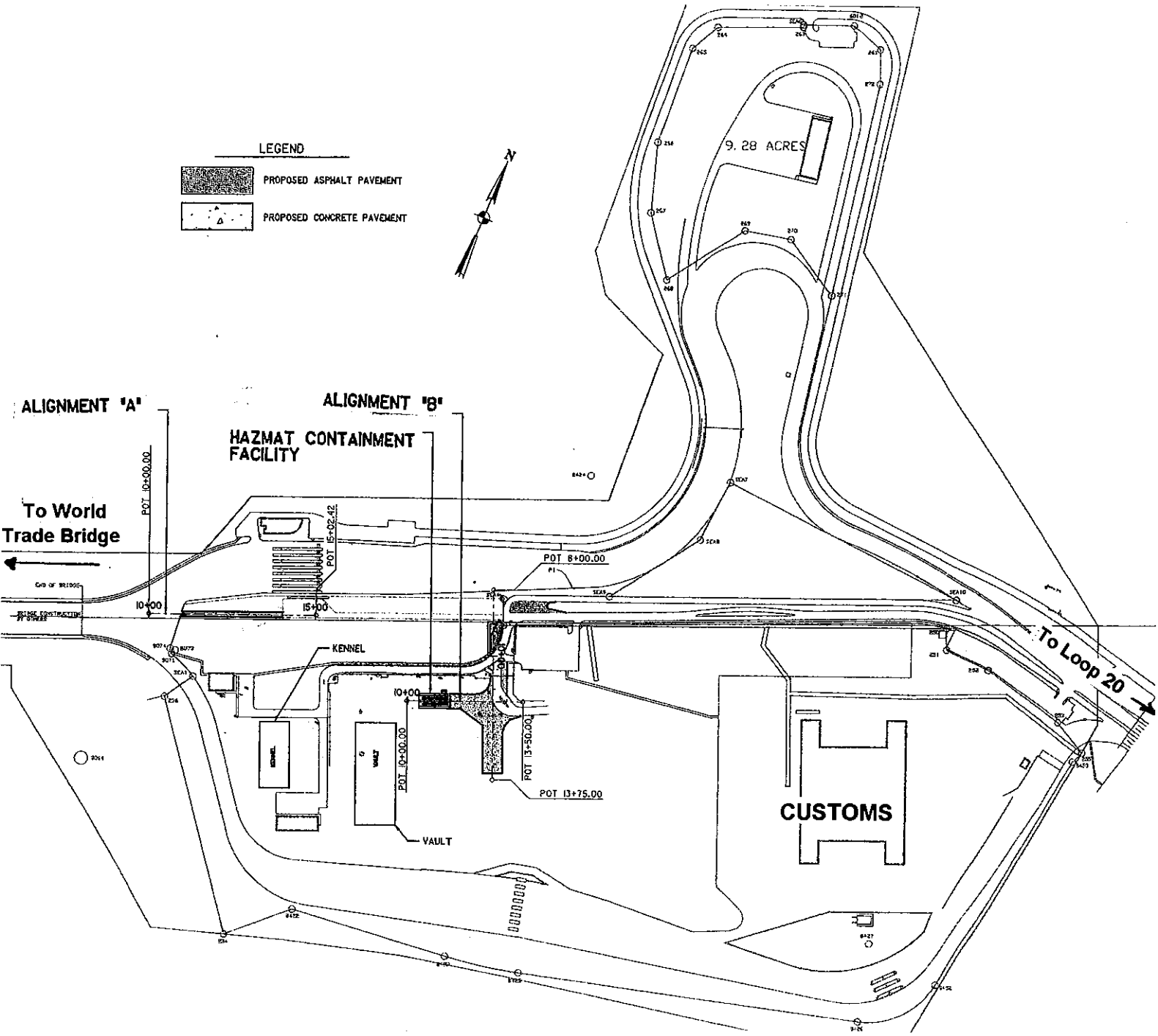
Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	Bridge Construction Fund
Account #:	553-4050-585-9201
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

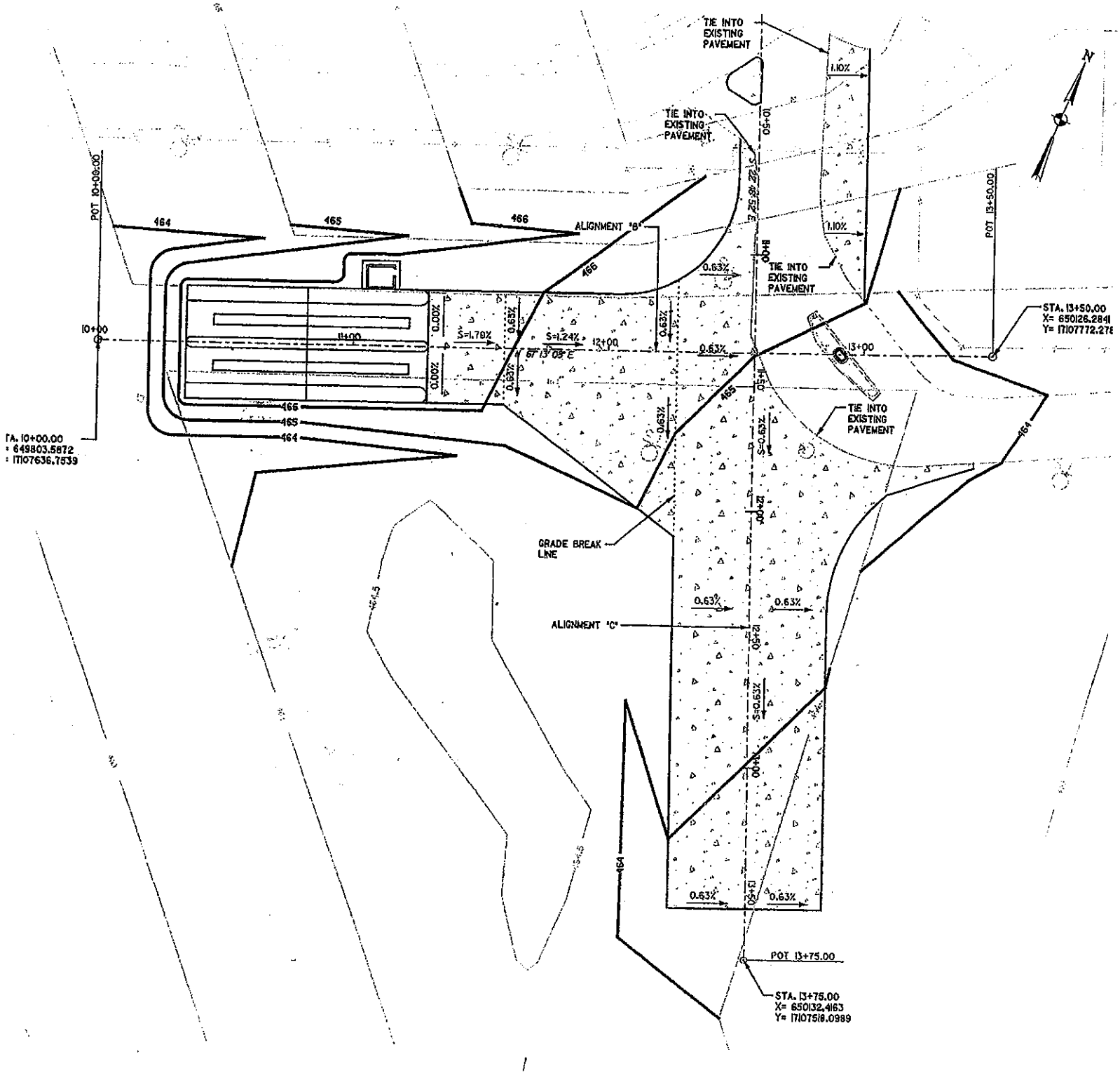
Funding is available in the Bridge Construction Fund.
Account No. 553-4050-585-9201

Attachments

Site Map and Construction Contract



World Trade International Bridge
Port of Entry Hazardous Material
Containment Facilty



World Trade International Bridge
Port of Entry Hazardous Material
Containment Facilty

Sheet 2 of 2

CONSTRUCTION CONTRACT

STATE OF TEXAS
COUNTY OF WEBB

Agenda Item: March 16, 2015

THIS AGREEMENT, made this **16th day of March 2015,** by and between the City of Laredo, Texas, acting by and through its duly authorized City Manager hereinafter termed the Owner, and **Vision Construction Company,** of the City of **Laredo,** County of **Webb,** State of **Texas**, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner desired to enter into Contract for the **World Trade International Bridge Port of Entry Hazardous Material Containment Facility** in accordance with the provisions of the Invitation for Bids, the Specifications and Plans titled as above, and published by City of Laredo, Texas, 1110 Houston Street, (mailing address: P.O. Box 579), Laredo, Texas, 78040, all of which are a part thereof; and,

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the above desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, **"World Trade International Bridge Port of Entry Hazardous Material Containment Facility".**

WITNESS:

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees at the unit price set forth in his Bid, made a part thereof totaling the sum of **one million one hundred ninety-nine thousand six hundred twenty-three dollars and forty cents ($1,199,623.40)** based on the Engineer's estimate of quantities, payable in the manner set out in Contract General Conditions, C-9, of the contractual Documents to commence and complete the **World Trade International Bridge Port of Entry Hazardous Material Containment Facility** in the City of Laredo, Tx, in accordance with Instructions to Bidders, Special Provisions, General Provisions, Technical Provisions, and all other requirements of the contractual Documents, and in accordance with the Specifications and Plans (including all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof) prepared by the Owner's Engineer, a part thereof and collectively, together with this Agreement constitute the entire Contract; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, bonds, insurance and other accessories and services, and whatever else may be necessary to complete the said construction in accordance with said specifications, plans, and other contractual documents including such proposal. **Further on federally funded projects, contractor must comply with the Federal Labor Standards Provision, Davis Bacon Act, Equal Opportunity Clause, Wage Determination and FAA Federal Requirements specially as it regards payrolls and basic records herewith attached.**

Project: **World Trade International Bridge Port of Entry Hazardous Material Containment Facility**

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner in the written notice to proceed and to complete the work within **one hundred eighty (180) calendar days.**

The Contractor further agrees to pay the sum of **$700.00** for each consecutive day there-in-after as herein provided in **Division B, Section 1.**

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached Bid, and in the manner provided in the Specifications.

IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this **16th day of March 2015.**

WITNESS:

_____
Name

_____
Address

Vision Construction Company
Contractor/Firm (Typed)

_____
Signature Date:

_____
Signature (Typed)

Title: _____

_____
Address

_____
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

ATTEST: Date:

_____
GUSTAVO GUEVARA, JR.,
City Secretary

APPROVED AS TO FORM: Date:

_____
Raul Casso, City Attorney

CITY OF LAREDO, TEXAS Date:

_____
Jesus Olivares, Interim City Manager

#2

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: Vision Construction Company, Inc.
Contractor

Address: 6017 McPherson Rd. Ste. A, Laredo, Texas 78041
Phone: 956-724-8833
Fax: 956-724-4006

Project: "World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: 11/24/14 NF 12-17-2014
Addendum No. 2: 12/12/14 NF 12-17-2014
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: _____
Labor Provisions: NF 12-17-2014
Affirmative Action Program: NF 12-17-2014

Project: **"World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Noel Flores
being first duly sworn, deposes and says

That he is Vision Construction Company, Inc.
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Noel Flores
Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17 day of December, 2014

Maribel Cisneros
Notary Public

My Commission expires
10/02/2018

MARIBEL CISNEROS
Notary Public
State of Texas
My Comm. Exp. 10-02-2018

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: "World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"

MATERIALS INCORPORATED INTO THE PROJECT: $ 405,311.73

ALL OTHER CHARGES: $ 794,311.68

*TOTAL: $ 1,199,623.40

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **"World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1.	Name of Project:	City of Laredo Animal Care Facility
	Value of Contract:	$1,407,000.00
	Date Completed:	11-30-2013
2.	Name of Project:	University Health System - 2nd Floor Renovation
	Value of Contract:	$1,573,084.00
	Date Completed:	11-15-2013
3.	Name of Project:	Materials Storage Canopy
	Value of Contract:	$16,506.00
	Date Completed:	09-28-2012

Experience Data: (Include name and experience record of the Superintendent)

Mr. Juan Carlos Rendon will be Vision's Project Manager and Mr. Luis Mariano Zapata will be Vision's Superintendent on this project.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

Vision Construction will be ready to comply with financial statements if deemed necessary by Owner.

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

Project: **"World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"**

Proposed Progress Schedules: Vision's proposed schedules will comply with contract requirements and allowable specified time as per Owner contract.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Vision does not currently own any equipment for this project, but will supply equipment by renting equipment that is in good condition and fairly new or equipment will be supplied by subcontractor.

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

Please see attached List of Proposed Subcontractors

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

Subcontractor List

Fence Masters	Chain link fence
Directional Services of Laredo	Pavement marking
Directional services of Laredo	Signs
RGV Alliance Construction	Duraltex/Sureflex
Aragon Concrete	Concrete
CMC Rebar	Rebar
Velsa Electrical Conctractors	Electrical
All other work	Vision Construction Co.

6017 McPherson Rd. Ste. A Laredo, Texas 78041 Phone (956) 724-8833 Fax (956) 724-4006

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT: "World Trade International Bridge - Port of Entry Hazardous Material Containment Facility"

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	1.0	LS	HazMat Containment Facility & Associated Pavement / Utilities	ONE MILLION ONE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS AND FORTY CENTS	$1,139,623.40
2	1.0	LS	Construction Contingency	Sixty Thousand Dollars and no cents. $ 60,000.00	$60,000.00

TOTAL BASE BID
WRITTEN IN WORDS: ONE MILLION ONE HUNDRED NINETY NINE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS AND FORTY CENTS

Vision Construction Company, Inc.
Contractor

Signature — President
Title

6017 McPherson Rd., Ste. A — Laredo, Texas — 78041
Address — City/State — Zip Code

Telephone Number: (956) 724-8833

Fax Number: (956) 724-4006

Date: 12/18/14

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

Qualifications

1. Proposal good for 30 days
2. Price based on drawings included in the bid documents
3. Existing controls for chain link fence gates to be used for operators
4. An allowance of $10,000 has been considered for the heavy duty serrated bar grating
5. One mobilization is included. Any additional mobilizations due to changes or delays not due to us will be charged at $8,000 each
6. 6x6-W2.9xW2.9 w.w.f. estimated for all sidewalks
7. #5 at 12" o.c.e.w. estimated for all 7½" paving per Sheet C-107
8. Surflex will be applied in the designated areas at a ratio of 0.20 lb per sq.f.t
9. Duraltex 1805 will be applied in one prime coat and two coats of duraltex 1807

Exclusions

1. Taxes
2. Design
3. Power
4. Water
5. Dowels for expansion joints in concrete paving and sidewalks

6017 McPherson Rd. Ste. A Laredo, Texas 78041 Phone (956) 724-8833 Fax (956) 724-4006

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Vision Construction Company, Inc.** as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, TX 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto **City of Laredo** as obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount Bid** by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for **World Trade International Bridge-POE Hazmat Containment Facility**

THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this **19th** day of **December**, **2014**.

Vision Construction Company, Inc.
(Principal)

BY: Neal Flores

TITLE: President

SureTec Insurance Company

BY: Thomas E. Whitney

Thomas E. Whitney, Attorney-in-Fact

POA #: 4221086

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Catherine M. Martinez, Deborah L. Jung, Michael N. Venson, Robert B. Wray, S. West Warren, Thomas E. Whitney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of December, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2014

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
Wortham Insurance & Risk Management
P.O. Box 795008
San Antonio, TX 78279

www.worthamsa.com

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI	23418
INSURER B: Texas Mutual	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Vision Construction Co., Inc.
110 Broadway #50
San Antonio TX 78205

COVERAGES — CERTIFICATE NUMBER: 20839857 — 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			CPP0018747	6/16/2014	6/16/2015	EACH OCCURRENCE	$	1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	Excluded
	✓ Deductible $1,000						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			CA0027292	6/16/2014	6/16/2015	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)	$	
								$	
A	☐ UMBRELLA LIAB ☐ OCCUR			UMB0019166	6/16/2014	6/16/2015	EACH OCCURRENCE	$	5,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$	5,000,000
	☐ DED ☐ RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001192161	6/16/2014	6/16/2015	✓ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/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
							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)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patty Wright
(SA) Patty Wright

SECTION A-8
PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____
_____ a (2) _____
_____ of hereafter called Principal and (3) _____
_____of _____, State of _____
_____, hereinafter called the Surety, are held and firmly bound unto (4) ____
_____ of _____
hereinafter called Owner, in the penal sum of _____
_____ ($_____)
Dollars in lawful money of the United Stated, to be paid in (5)

WEBB COUNTY, TEXAS

_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) _____
the Owner, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the Construction of:

_____

_____

_____

(hereinafter called the "Work")

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.

(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____ _____
(Principal) Secretary PRINCIPAL

By: _____

(SEAL) _____
Address (State and Zip Code)

_____ _____
Witness as to Principal Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
Secretary

(SEAL)

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
Address (State and Zip Code)

SURETY: (Surety)

By: _____

_____
Address (State and Zip Code)

_____
Telephone No. (Area Code)

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____(2) _____
of _____hereinafter called Principal and (3) _____
of _____, State of _____, hereinafter called
the Surety, are held and firmly bound unto (4) _____of
_____ hereinafter called Owner, and unto all
Persons, Firms, and Corporations who may furnish materials for, or perform labor upon
the building or improvements hereinafter referred to in the penal sum of _____
_____ ($_____)
Dollars in lawful money of the United Stated, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) _____
the Owner, dated the _____ day of _____ a copy
of which is hereto attached and made a part hereof for the construction of:

_____

_____

(hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.
(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____ _____

(Principal) Secretary PRINCIPAL

By: _____

(SEAL) _____

Address (State and Zip Code)

_____ _____

Witness as to Principal Telephone Number

_____

(SEAL)

_____

Surety

ATTEST:

_____
(Surety Secretary)

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Telephone Number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM
M-24, 25, Attach. Sa

_____ _____ (SEAL)
Individual Principal

_____ _____
Address (State and Zip Code) Business - Address

_____ _____
Telephone Number (Area Code) Telephone Number (Area Code)

ATTEST: _____
Corporate Principal

_____ _____
(State and Zip Code) Business Address Name

_____
Telephone Number (Area Code)

_____ _____
Address (State and Zip Code) (Affix Corporate Seal)

By: _____

ATTEST: _____
Address (State and Zip Code)

_____
Corporate

_____
Surety

_____

_____
Business Address

_____
(Affix Corporate Seal)

_____
Telephone:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within Bond; that _____ _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, an attested for and in behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

_____
Telephone No.

The rate of premium on this Bond is _____ per thousand. Total of premium charge

$_____

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for Surety company must be attached.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the 5 Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than $200,000 for bodily injury, including accidental death, to any one person and an amount not less than $300,000 on account of any one occurrence: Property Damage in the amount not less than $100,000 per occurrence and $200,000 aggregate; and Vehicle Liability of $100,000 for any one person or $200,000 for each occurrence.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.

d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

e. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner". The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

g. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. A blanket waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

CERTIFICATE OF INSURANCE

To:
CITY OF LAREDO_____Date:_____
Owner

1110 Houston Street;
Laredo, Texas 78040

Project: World Trade International Bridge Port of Entry Hazardous Material Containment Facility

This is to certify that _____

_____
Name & Address of Insured and telephone number

is, at the date of this certificate, insured by this Company
with respect to the business operations hereinafter described for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further, hereinafter described. Exceptions to standard policies used by this company, and further, hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

_____

Policy No. _____ Effective _____

Expires: _____

Limits of availability: _____

_____

Workmen's
Compensation: _____

Public
Liability: _____

1 Person: $ _____
1 Accident: $ _____

Contingent
Liability: _____
Property
Damage: _____
Builder's
Risk: _____
Automobile: _____
Other: _____

The foregoing policies (do) (do not) cover all subcontractors

Locations covered: _____

Descriptions of Operations covered: _____

_____

_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

WITNESS:

_____
Contractor/Firm (Typed)

_____
Name

_____
Signature

_____
Address

_____
Signature (Typed)

Title: _____

_____
Address

_____
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3 BUSINESS CERTIFICATION

Name of Business _____

Address of Business _____

Contact Person _____ Title _____

Telephone _____

The contractor certifies that it is a Section 3 Business Concern based on:

_____ Status as a Section 3 resident-owned enterprise (at least 51% owned by Section 3 residents:

Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 resident
Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles

_____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years (based on housing assistance or family income):

Provide complete list of all permanent, full-time employees
Provide list of employees claiming Section 3 status
Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

_____ Commitment to subcontract 25% of the dollar awarded to qualified Section 3 business (only applicable to prime contractors:

Provide list of subcontracted Section 3 business(es) and subcontract amount
Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

_____ _____
Authorized Signature Date

_____
Name

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract on a Community Development Block Grant project at completion of project.

Contractor: _____

Project: _____

Contract Amount$:_____

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial for housing and community development program, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:

_____ Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of a Section 3 business concern.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other. Describe:_____

Please provide employee information below. For employees that qualify as Section 3, a Section 3 Resident Form must be submitted.

Job Category	Total # of Employees	Total # of Section 3 Employees	Total # of new hires that qualify as Section 3	Total # of hours for New Hires that qualify as Section 3	Total # of hours for Section 3 employees
Professional					
Technicians					
Office/Clerical					
Officials/Managers					
Sales					
Craft Workers(skilled)					
Operatives (semiskilled)					
Laborers (unskilled)					
Service Workers					
Other (List)					
Total					

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference
A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of public housing residency, OR evidence that household income does not exceed the income guidelines, by family size, for low- or very low-income, as indicated elsewhere on this form.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, (name) am a legal resident of the City of Laredo, Webb County, TX and qualify as a Section 3 resident because:

_____ I legally reside in public housing OR

_____ I meet the income eligibility guidelines for a low- or very low-income person as shown below on this form.

Number of persons in family	Low/Mod Income Level	Household Income
1	$28,300	Below
2	$32,350	Below
3	$36,400	Below
4	$40,400	Below
5	$43,650	Below
6	$46,900	Below
7	$50,100	Below
8+	$53,350	Below
FY 2013 Webb County Income Limits Summary		

I hereby certify that the information provided here is true and correct, and understand any falsification of any of the information provided here could subject me to disqualification from participation and punishment under the law.

_____ Signature

_____ Date

_____ Permanent address

_____ City, ST, Zip

PRECONSTRUCTION MINUTES

Project Name: _____

Location: _____

Description: _____

Wage Decision No.: _____

Name of Contractor: _____

Contract Amount: $ _____

Date of Conference: _____

Labor Provisions: Davis Bacon _____

CDBG – HUD 4010

- Contractor/Subcontractor must be cleared of debarments.
- Payrolls are to be submitted weekly.
- Payrolls are to be signed by owner or a written authorization must be submitted authorizing someone else other than owner to sign the payrolls.
- Employees are to be paid weekly.
- "Contractor labor" is not acceptable; employees are to be paid by the hour (not piece-meal).
- Laborers are not to use "tools of trade"; may use tools for demolition but not for reconstruction.
- No helpers are allowed unless specified in the wage decision.
- Apprentices/trainees must be certified by D.O.L.; State-certified is not acceptable.
- Any employee who uses the "tools of trade" must be paid in accordance to the work performed regardless of experience; or whether or not the employee is certified or licensed.
- FICA and tax withholding are the only allowable deductions. Any other deduction must be authorized in writing by the employee.
- Relatives – Regardless of relationships, unless part owner of company, must be paid by wage scale.
- CWSSA – Work performed over 40 hours per week is considered overtime.
- Wage Decision and D.O.L. Form 1321 should be posted at job site (even if it is street paving, etc.).
- For job classifications not listed on Wage Decision, contact the U.S. Department of Housing and Urban Development, Labor Relations Branch.
- An employee may have two or more job classifications. However, the employee must be paid in accordance with the Wage Decision for each classification.
- A Laborer must be paid as a mechanic for the hours the employee uses the "tools of trade."
- Working Supervisor/Foreman who works physically 20 percent or more at the job site must be paid on an hourly basis.

- Lower tier subcontractors/working subcontractors must submit payrolls; subcontractors must show employees on payroll if any, and must show self as "Owner" write-in the word, salary, dates, and hours worked.

- On-site employee interviews will be conducted by D.O.L. and/or our office. Inform your contractors to allow employees to be interviewed.

- The prime contractor's draw may be held back for not complying with the labor requirements.

- The prime contractor is responsible for any unresolved wage violations.

I, _____, hereby state that I have read all of the above Labor Standards Requirements, understand and agree to comply with them.

_____
Signature

_____
Company

_____

_____
Address

_____
Date

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1)	(2)	(3)		(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS						(9)
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT. OR ST.	HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wege determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Instructions For Completing Payroll Form, WH-347

OMB Control No. 1235-0008, Expires 01/31/2015

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted

project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.
For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX INDIVIDUALS WITH DISABILITIES
In addition to the protections of Title VII of the Civil Rights Act of 1964, as Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which received Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination of the basis of disability in ay program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which received Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Ronnie Acosta
City of Laredo
Community Development Department

1301 Farragut, 3rd floor
P.O. Box 1276
Laredo, TX 78042

Tel: 956-795-2675
Fax: 956-795-2689
tacosta@ci.laredo.tx.us

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

General Decision Number: TX150325 01/02/2015 TX325

Superseded General Decision Number: TX20140325

State: Texas

Construction Type: Building

County: Webb County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER	$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 22.02	6.35

PLUM0412-004 04/01/2013

	Rates	Fringes
PLUMBER	$ 31.14	12.43

SUTX2014-051 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 16.17	0.00
CARPENTER	$ 14.15	2.42
CEMENT MASON/CONCRETE FINISHER	$ 12.46	0.00
ELECTRICIAN	$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 14.04	4.79
IRONWORKER, REINFORCING	$ 12.01	0.00
IRONWORKER, STRUCTURAL	$ 15.04	4.34
LABORER: Common or General	$ 9.20	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.89	0.96
LABORER: Pipelayer	$ 11.00	3.47
LABORER: Roof Tearoff	$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.07	0.00
OPERATOR: Loader	$ 12.87	0.70
OPERATOR: Mechanic	$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
PAINTER (Brush, Roller, and Spray)	$ 11.27	0.00
PIPEFITTER	$ 15.22	3.16
ROOFER	$ 11.42	0.00

SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 12.15	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: TX150008 01/02/2015 TX8

Superseded General Decision Number: TX20140008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	

Foundation Drill, Truck
Mounted.....$ 16.86
Front End Loader Operator,
Over 3 CY.....$ 13.69
Front End Loader, 3 CY or
less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E. City Engineer; Ronnie Acosta, CD Director

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SUBJECT

Consideration for approval to reject the bids received for the CDBG Farias Recreational Area Improvements since the bids were over the budget allotted and authorization to construct the project in-house by the Department of Public Works and Parks and Leisure Department. Funding is available in the CDBG 39th Action Year/2013 Grant.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of a site installation of a new irrigation system, new bleachers with shades, new perimeter chain link fence and new landscape.

Plans and specifications were prepared by South Texas Testing Laboratories, Inc., Laredo, Texas.

Four (4) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, January 29, 2015, and publicly opened, read, and taken under advisement on Friday, January 30, 2015, at 10:00 A.M. as follows:

Contractor (s)	Base Bid
ABBA Construction, LLC. Laredo, Texas	$80,500.00
ALC Construction, Inc. Laredo, Texas	$88,000.00
Zertuche Construction Laredo, Texas	$125,254.00
Altius Group, Inc. Laredo, Texas	$126,967.04

Since the bids were over the budget allotted, staff concurs with Community Development Department and consultant and recommends to reject the bids and construct the project in-house by the Department of Public Works and Parks and Leisure Department.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

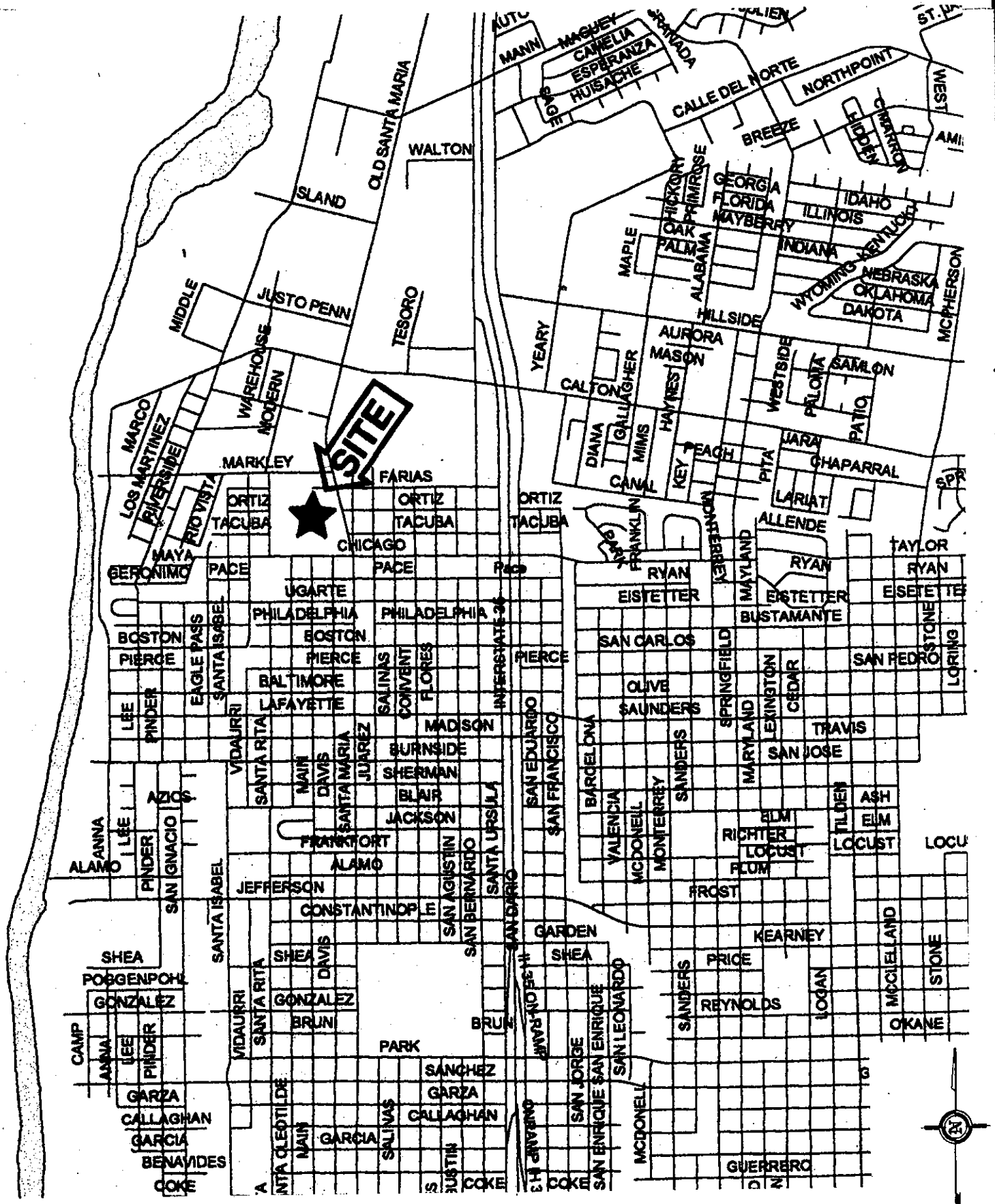
Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	CDBG 39th Action Year
Account #:	211-8280-555-1353
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the CDBG 39th Action Year/2013 Grant.
Account No. 211-8280-555-1353

Attachments

Site Map



CONSIDERATION FOR APPROVAL TO REJECT THE BIDE RECEIVED FOR THE CDGB FARIAS RECREATIONAL AREA IMPROVEMENTS

City Council Meeting March 16, 2015	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Riazul I. Mia, Environmental Director

SUBJECT

Consideration for approval of the Upper Zacate Creek Soccer Complex as complete, release of retainage and approval of final payment in the amount of $26,075.39 to AZAR Services, L.L.C., Laredo, Texas. Final construction contract amount is $521,507.70. Funding is available in the Environmental Services Fund, 2006 C.O., 2007 C.O., 2008 C.O., and the 2010 C.O.

PREVIOUS COUNCIL ACTION

On April 21, 2014, City Council approved of change order No. 1 an increase of $64,750.00 to the construction contract with AZAR Services, L.L.C., Laredo, Texas, for the Upper Zacate Creek Soccer Complex to include flexible base as part of the contract, which was originally removed from base bid prior to award, additional sidewalk and rip-rap to improve stability of earthen berm along existing low flow channel and to add thirty (30) calendar days to the construction contract time.

BACKGROUND

The City of Laredo Upper Zacate Creek Drainage and Site Improvements proposed to establish 2 full size soccer fields, 1 practice soccer field, and walking trail. The soccer fields will double as 5 full sized flag football fields. This project consisted of subgrade preparation, excavation and embankment, import fill, irrigation, asphalt, flex base, land clearing, storm water improvements and SW3P.

Plans and specifications were prepared by Crane Engineering Corporation, Laredo, Texas.

Original construction contract amount (Awarded by City Council on February 18, 2014)	$424,245.70
Change order no. 1 (Approved by City Council on April 21, 2014) To include flexible base as part of the contract, which was originally removed from base bid prior to award, additional sidewalk and rip-rap to improve stability of earthen berm along existing low flow channel and to add thirty (30) calendar	$64,750.00

days to the construction contract time.	
Change order no. 2 (Approved by the City Manager on December 15, 2014) To include phase II of the irrigation design, additional vegetation, and repair of existing irrigation to ensure the vegetation reaches uniform growth.	$32,512.00
Final construction contract amount	$521,507.70

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2015
Bugeted Y/N?: Yes
Source of Funds: Contracts/Retainage
Account #: 249-0000-206-0100
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: Yes
Source of Funds: Contracts/Retainage
Account #: 461-0000-206-0100
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: Yes
Source of Funds: Contracts/Retainage
Account #: 462-0000-206-0100
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2015

Bugeted Y/N?: Yes
Source of Funds: Contracts/Retainage
Account #: 463-0000-206-0100
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: Yes
Source of Funds: Contracts/Retainage
Account #: 466-0000-206-0100
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

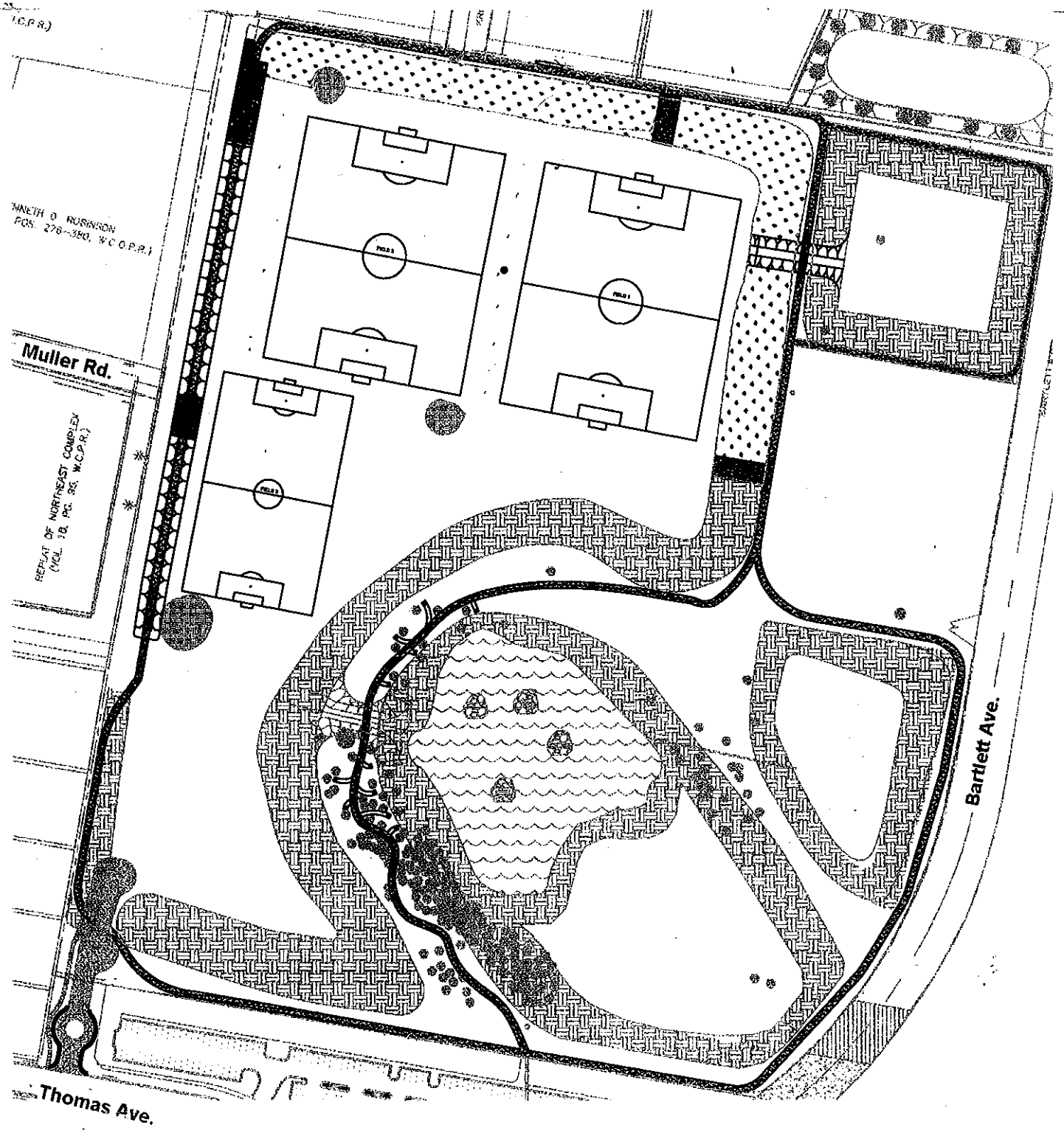
Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:
Contracts Payable/Retainage Payable – Account No. 249-0000-206-0100 - $11,825.80
Contracts Payable/Retainage Payable – Account No. 461-0000-206-0100 - $834.20
Contracts Payable/Retainage Payable – Account No. 462-0000-206-0100 - $2,471.43
Contracts Payable/Retainage Payable – Account No. 463-0000-206-0100 - $3,068.36
Contracts Payable/Retainage Payable – Account No. 466-0000-206-0100 - $7,875.60

Attachments

Site Map



CONSIDERATION FOR APPROVED OF THE UPPER ZACATE CREEK SOCCER COMPLEX AS COMPLETE AND APPROVAL OF FINAL PAYMENT

City Council Meeting March 16, 2015	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Nathan Bratton, Planning Department Director

SUBJECT

Consideration for approval of change order No. 2 an increase of $234,478.25 to the construction contract with Reim Construction Co., Inc., Mission, Texas, for the City Streets Connections – Cielito Lindo Ave. (CSJ: 0922-33-133), Los Presidentes Blvd. (CSJ: 0922-33-134) and Lomas Del Sur (Southgate Blvd.) (CSJ: 0922-33-135) for storm drainage enhancements to upgrade the existing drainage culvert design along Lomas Del Sur East of Ejido and to add forty (40) working days to the construction contract time. Current construction contract amount with this change order is $5,315,009.50. Completion date for the project is scheduled for May 2015. Funding is available in the Environmental Services 2012 C.O.

PREVIOUS COUNCIL ACTION

On April 7, 2014, City Council approved change order No. 1 an increase of $142,818.10 to the construction contract with Reim Construction Co., Inc., Mission, Texas, for the City Streets Connections – Cielito Lindo Ave. (CSJ: 0922-33-133), Los Presidentes Blvd. (CSJ: 0922-33-134) and Lomas Del Sur (Southgate Blvd.) (CSJ: 0922-33-135) for design quantity errors in the bid and additional storm drainage elements added to Cielito Lindo as requested by property owner/developer as a condition for ROW acquisition and to add twenty-five (25) working days to the construction contract time.

BACKGROUND

The original project consists of: New location roadways which extend existing Lomas del Sur, Cielito Lindo and Avenida Los Presidentes to intersect with State Loop 20 (SL 20-Cuatro Vientos Road).

Plans and specifications were prepared by the Texas Department of Transportation.

This change order no. 2 consists of storm drainage enhancements to upgrade the existing drainage culvert design along Lomas Del Sur East of Ejido and to add forty (40) working days to the construction contract time.

Original construction contract amount (Approved by City Council on October 21, 2013)	$4,937,713.15

Change order no. 1 (Approved by City Council on April 7, 2014) For design quantity errors in the bid and additional storm drainage elements added to Cielito Lindo as requested by property owner/developer as a condition for ROW acquisition and to add twenty-five (25) working days to the construction contract time.	$142,818.10
This change order no. 2	$234,478.25
Current construction contract amount	$5,315,009.50

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

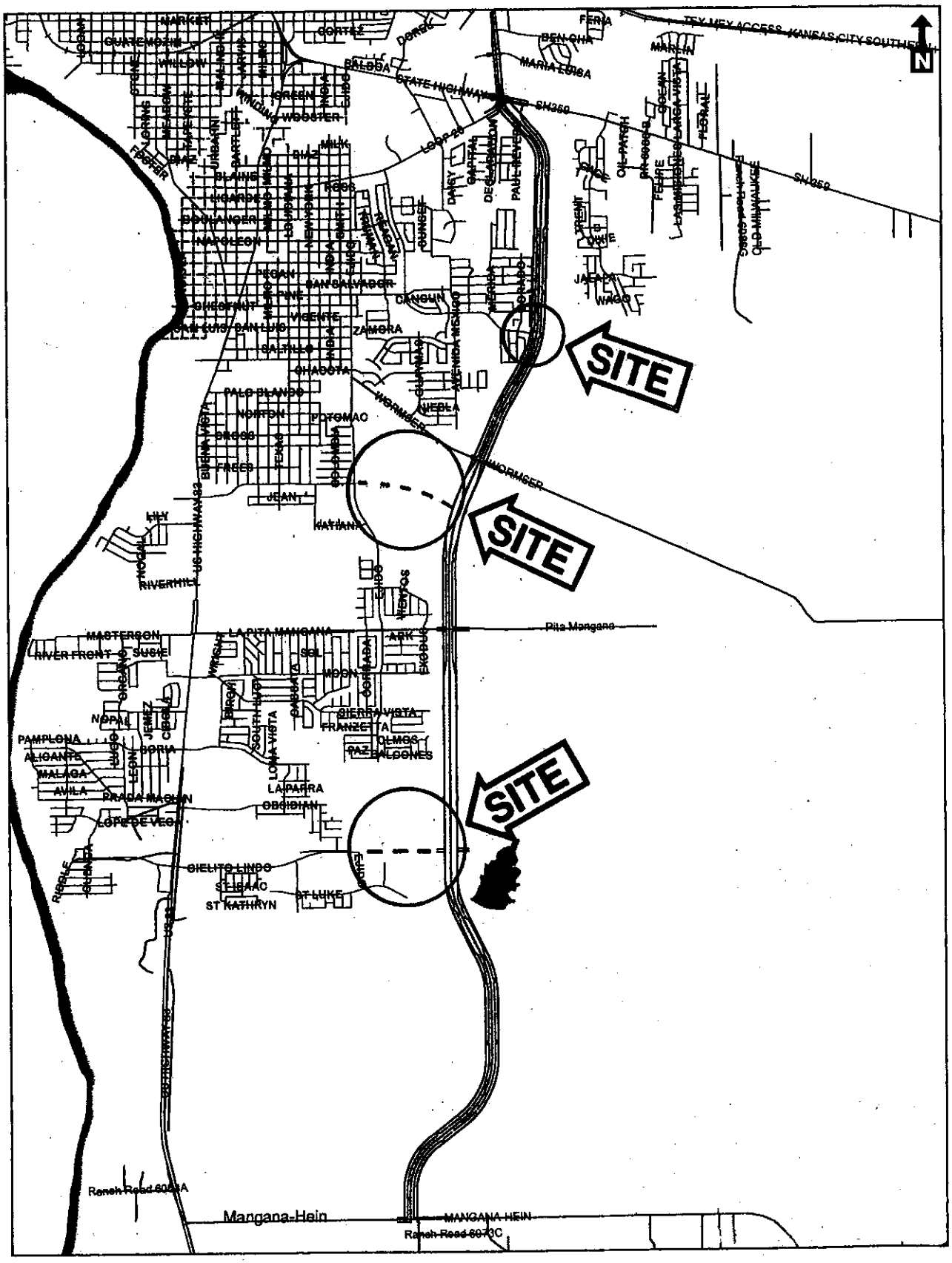
Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	Env. Services 2012 C.O.
Account #:	249-3892-545-9560
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Environmental Services 2012 C.O.
Account No. 249-3892-545-9560

Attachments

Site Map



CONSIDERATION FOR APPROVAL OF CHANGR ORDER No. 2, TO THE CONSTRUCTION CONTRACT FOR THE CITY STREETS CONNECTIONS-CIELITO LINDO AVE. (CSJ: 0922-33-133), LOS PRESIDENTES (CSJ: 0922-33-134), AND LOMAS DEL SUR (SOUTHGATE BLVD.) (CSJ: 0922-33-135)

City Council Meeting March 16, 2015	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer; Joe Jackson, Transit Asst. General Manager of Maintenance

SUBJECT

Consideration for approval of award of construction contract to the lowest qualified bidder, Capital Construction Company, L.L.C., Laredo, Texas, in the amount of $28,790.00 for the New Canopies at El Metro Maintenance Facility located at 401 Scott with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Completion date for the project is scheduled for August 2015. Funding is available in the Transit Capital Grants Fund – FTA Grant TX-03-0274.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of the construction of new canopies at seven maintenance facility entrances.

Plans and specifications were prepared by Sierra Consultants Structural Engineers, Laredo, Texas.

Six (6) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, January 22, 2015, and publicly opened, read, and taken under advisement on Friday, January 23, 2015, at 10:00 A.M. as follows:

Contractor (s)	Base Bid
Mage Group, Ltd. Laredo, Texas	$24,000.00 (Did not submit Federal Transit Administration Required Bid)
Altius Group, Inc. Laredo, Texas	$28,700.00 (Did not submit City of Laredo Bid Proposal Forms)
Capital Construction Company, LLC. Laredo, Texas	$28,790.00

Zertuche Construction Laredo, Texas	$33,000.00
ABBA Construction, LLC. Laredo, Texas	$36,249.00
ALC Construction, Inc. Laredo, Texas	$45,200.00

The bid and bid bonds for Capital Construction Company, LLC, Laredo, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of $28,790.00 to the lowest qualified bidder Capital Construction Company, LLC., Laredo, Texas.

Construction contract time is one hundred twenty (120) calendar days after notice to proceed is issued. Completion date for the project is scheduled for August 2015.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

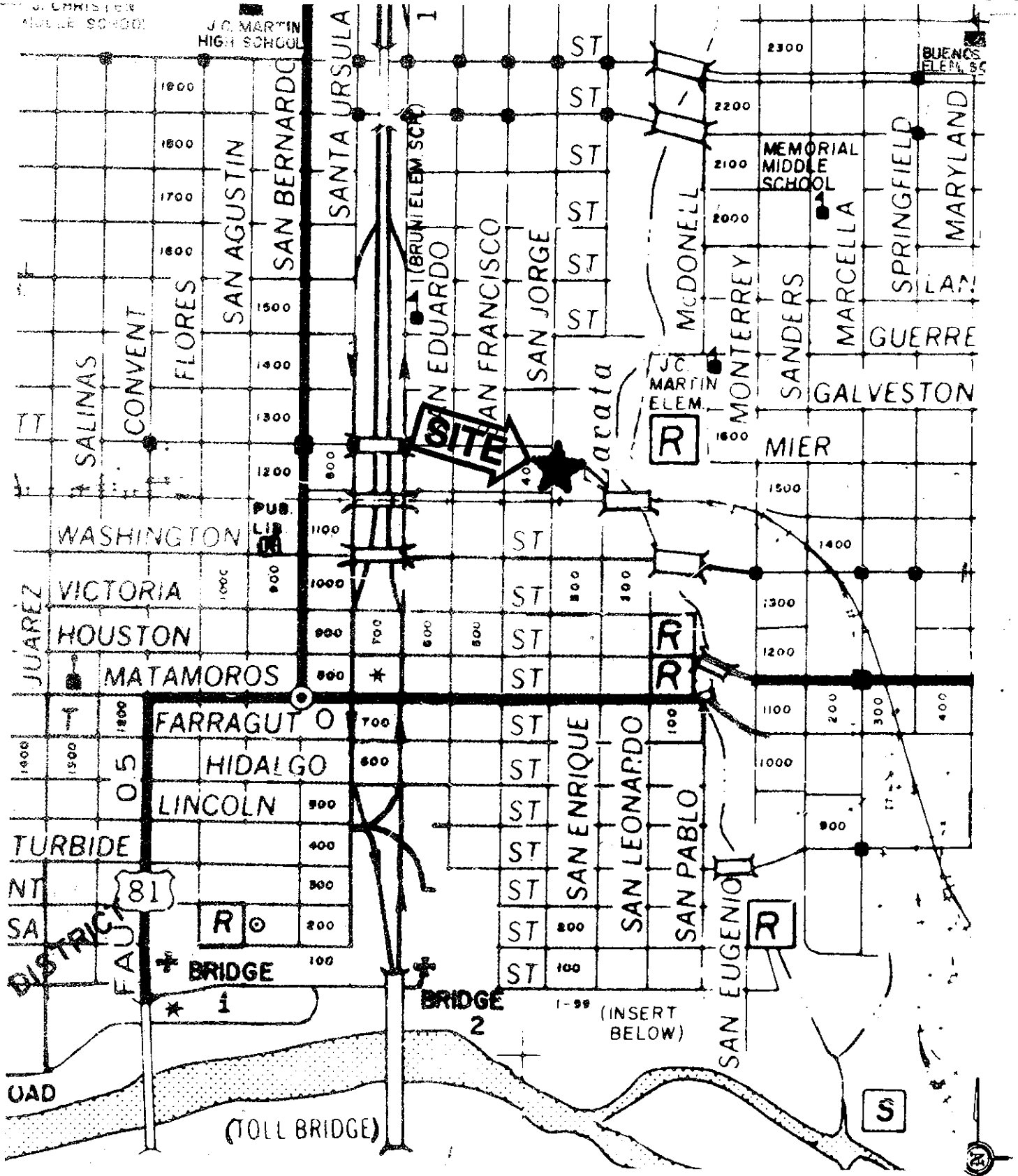
Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	Transit Cap. Grants
Account #:	518-5189-563-2010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Transit Capital Grants Fund – FTA Grant TX-03-0274. Account No. 518-5189-563-2010

Attachments

Site Map and Construction Contract



CONSIDERATION FOR APPROVAL OF AWARD OF CONSTRUCTION CONTRACT TO THE LOWEST BIDDER FOR THE NEW CANOPIES AT EL METRO MAINTENANCE FACILITY LOCATED AT 401 SCOTT ST.

City Council Meeting March 16, 2015	**CITY OF LAREDO** **ENGINEERING DEPARTMENT** 1110 HOUSTON ST. P.O. BOX 579 PH. 791-7346 FAX (210) 791-7496	AGENDA ITEM

CONSTRUCTION CONTRACT

STATE OF TEXAS
COUNTY OF WEBB

Agenda Item: March 16, 2015

THIS AGREEMENT, made this **16th day of March 2015,** by and between the City of Laredo, Texas, acting by and through its duly authorized City Manager hereinafter termed the Owner, and **Capital Construction Company, LLC.,** of the City of **Laredo,** County of **Webb,** State of **Texas**, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner desired to enter into Contract for the **New Canopies at El Metro Maintenance Facility Located at 401 Scott** in accordance with the provisions of the Invitation for Bids, the Specifications and Plans titled as above, and published by City of Laredo, Texas, 1110 Houston Street, (mailing address: P.O. Box 579), Laredo, Texas, 78040, all of which are a part thereof; and,

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the above desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, **"New Canopies at El Metro Maintenance Facility Located at 401 Scott".**

WITNESS:

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees at the unit price set forth in his Bid, made a part thereof totaling the sum of **twenty-eight thousand seven hundred ninety dollars and no cents ($28,790.00)** based on the Engineer's estimate of quantities, payable in the manner set out in Contract General Conditions, C-9, of the contractual Documents to commence and complete the **New Canopies at El Metro Maintenance Facility Located at 401 Scott** in the City of Laredo, Tx, in accordance with Instructions to Bidders, Special Provisions, General Provisions, Technical Provisions, and all other requirements of the contractual Documents, and in accordance with the Specifications and Plans (including all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof) prepared by the Owner's Engineer, a part thereof and collectively, together with this Agreement constitute the entire Contract; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, bonds, insurance and other accessories and services, and whatever else may be necessary to complete the said construction in accordance with said specifications, plans, and other contractual documents including such proposal. **Further on federally funded projects, contractor must comply with the Federal Labor Standards Provision, Davis Bacon Act, Equal Opportunity Clause, Wage Determination and FAA Federal Requirements specially as it regards payrolls and basic records herewith attached.**

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner in the written notice to proceed and to complete the work within **one hundred twenty (120) calendar days.**

The Contractor further agrees to pay the sum of **$200.00** for each consecutive day there-in-after as herein provided in **Division B, Section 1.**

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached Bid, and in the manner provided in the Specifications.

IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this **16th day of March 2015.**

WITNESS:

_____
Name

_____
Address

Capital Construction Company, LLC.
Contractor/Firm (Typed)

_____
Signature Date:

_____
Signature (Typed)

Title: _____

_____
Address

_____
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

ATTEST: Date:

_____
GUSTAVO GUEVARA, JR.,
City Secretary

CITY OF LAREDO, TEXAS Date:

_____
Jesus Olivares, Interim City Manager

APPROVED AS TO FORM: Date:

_____
Raul Casso, City Attorney

#4

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: CAPITAL CONSTRUCTION COMPANY, LLC
Contractor

Address: 1812 COMMERCE STE 30 LAREDO, TX 78041
Phone: 956-740-0186
~~Fax:~~ EMAIL Lgarcia8@stx.rr.com

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: LKG 12/29/14
Addendum No. 2: LKG 01/08/15
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: _____
Labor Provisions: LKG 12/29/14
Affirmative Action Program: LKG 12/29/14

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Luis A. Garcia
being first duly sworn, deposes and says

That he is President of Capital Construction Company, LLC
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20th day of Jan, 2015.

Notary Public

My Commission expires
Oct 24 2015

MARTHA SUSANA SANDEL
Notary Public
STATE OF TEXAS
My Comm. Exp. October 24, 2015

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: New Canopies at El Metro Maintenance Facility Located at 401 Scott

MATERIALS INCORPORATED INTO THE PROJECT: $ 17,274.00

ALL OTHER CHARGES: $ 11,516.00

*TOTAL: $ 28,790.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL*

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: ELISEO VALDEZ LOPEZ (PROJECT MGR) (VISION CONSTRUCTION)
   Value of Contract: 200,000.00
   Date Completed: 11/2012
2. Name of Project: GMC Remodel (CAPITAL CONSTRUCTION)
   Value of Contract: 275,000.00
   Date Completed: 12/2014
3. Name of Project:
   Value of Contract:
   Date Completed:

Experience Data: (Include name and experience record of the Superintendent)
LUIS GARCIA OVER 20 years EXPERIENCE
MARIO ESPINOZA OVER 20 years EXPERIENCE

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Proposed Progress Schedules:

PROJECT TO BE COMPLETED WITHIN THE 120 CALENDAR DAYS proposed by the CITY

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

2- SCISSOR LIFTS (UNITED RENTALS)
1- WELDING MACHINE

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

M. GALLEGOS CONSTRUCTION - ERECTOR & WELDER
LAREDO DISCOUNT METALS - (ALL MATERIAL)

NOTE: **TO BE SUBMITTED UPON REQUEST**

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT: New Canopies at El Metro Maintenance Facility Located at 401 Scott

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	1	L.S.	Furnish all labor, equipment, materials, and all other terms necessary to construct canopies in place at TWENTY EIGHT THOUSAND SEVEN HUNDRED NINETY per unit	28,790.00 TWENTY EIGHT THOUSAND SEVEN HUNDRED NINETY DOLLARS	~~[illegible]~~ 28,790.00 LMG

TOTAL BASE BID AMOUNT 28,790.00

TOTAL BASE BID WRITTEN IN WORDS: TWENTY-EIGHT THOUSAND SEVEN HUNDRED NINETY DOLLARS & NO/100

CAPITAL CONSTRUCTION COMPANY, LLC
Contractor

(LUIS GARCIA) PRESIDENT
Signature Title

1812 CONNIE LEE STE 3-D LAREDO, TX 78041
Address City/State Zip Code

Telephone Number: ( ) 956-740-0186
E-MAIL
~~Fax Number:~~ ( ) lgarcia8@stx.rr.com

Date: 12/30/14

NOTE: **ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.**

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date 01/20/2015

Signature [illegible]

Company Name CAPITAL CONSTRUCTION COMPANY, LLC

Title PRESIDENT

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date

Signature

Company Name N/A

Title

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 and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] (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.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, CAPITAL CONSTRUCTION CO., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq., apply* to this certification and disclosure, if any.

[signature] Signature of Contractor's Authorized Official

LUIS A. GARCIA (PRESIDENT) Name and Title of Contractor's Authorized Official

01/20/2015 Date

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Bidder, Capital Construction Co. LLC (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an UMTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER Capital Construction Co. LLC, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(President)

Signature and Title of Authorized Official

Subscribed and sworn to before me this 20th day of Jan, 2015

Notary Public in and for the State of Texas

MARTHA SUSANA SANDEL
Notary Public
STATE OF TEXAS
My Comm. Exp. October 24, 2015

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF Webb

LUIS A. GARCIA, being first duly sworn, on his oath says that he is CAPITAL CONSTRUCTION COMPANY, LLC that the bid above submitted is a genuine and not a sham or a collusive bid, or made in the interest of or on behalf of any person not herein named; and he further states that the said bidder has not directly or indirectly induced or solicited any other bidder for the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE

Subscribed and sworn to before me this 20th day of JANS, 20 15.

MARTHA SUSANA SANDEL
Notary Public
STATE OF TEXAS
My Comm. Exp. October 24, 2015

Notary Public in and for the State of TEXAS, residing in Webb County.

AFFIDAVIT FOR COMPLIANCE

(To be completed by all companies)

State of TEXAS)

County of Webb)

The Undersigned, being first duly sworn, on oath states on behalf of the Company as follows:

A. Company has given notice to his supervisors and other employees and subcontractors of the terms of the Affirmative Action to be undertaken.

B. The company hereby designate LUIS A. GARCIA (NAME) PRESIDENT (TITLE) as the person who has been charged with the responsibility for securing compliance with such contract provision, and reporting progress in connection with the affirmative action to be undertaken herewith.

C. The Company will ensure that equal opportunity of employment results during the term of this contract by taking a combination of, or all of the following, affirmative steps OR will complete subsection 9 stating his own affirmative action in specific terms to ensure that equal opportunity of employment will result:

1. Notify predominantly minority organizations that are active in equal employment opportunities of positions available, in writing, and send copy to LAREDO TRANSIT MANAGEMENT INCORPORATED, INC.
2. Make specific and constant recruitment efforts with minority organizations, schools, and/or minority training organizations.
3. Make specific efforts to encourage present minority employees to recruit friends and relatives.
4. Provide after-school and summer employment to minority youths.
5. Seek out and negotiate with minority contractors to receive subcontract awards.
6. Seek, sponsor, and employ minorities for pre-apprentice, apprentice, and journeyman positions with contractor and other employers, and provide opportunities for advancement of minorities employed in project.
7. Cooperate fully with LAREDO TRANSIT MANAGEMENT INCORPORATED, INC. and predominantly minority organizations active in equal opportunities, in seeking and hiring minorities.
8. Notify LAREDO TRANSIT MANAGEMENT INCORPORATED, INC. in writing of any refusals by unions to cooperate with the contractor's Affirmative Action Plan.

LAREDO TRANSIT MANAGEMENT, INC.

AFFIDAVIT FOR COMPLIANCE

9. OR, in lieu of the above subsections 1 - 8, shall take the following specific affirmative actions to ensure equal opportunities of employment. (If this portion is used, the statement must be specific and need not include any of the above subsections 1 - 8.)

LUIS A. GARCIA
(Bidder)

CAPITAL CONSTRUCTION COMPANY, LLC
(Company Name)

956 - 740-0186
Phone No.

1812 COMMERCE STE 3-D
LAREDO, TX 78041

By

LUIS A. GARCIA
(Name)

PRESIDENT
(Title)

Subscribed and sworn to before me this 20 day of JAN, 2015.

(NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS)

Residing at Webb, County

MARTHA SUSANA SANDEL
Notary Public
STATE OF TEXAS
My Comm. Exp. October 24, 2015

#5

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Raul G. Salinas, Mayor

From: MAGE Group, Ltd
Contractor

Address: 1304 CROSSCOUNTRY LN.
Phone: 956-286-9731
Fax: _____

Project: New Canopies at El Metro Maintenance Facility Located at 401 Scott

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: MG 1/22/15
Addendum No. 2: MG 1/22/15.
Addendum No. 3: _____
Addendum No. 4: _____
Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination: MG 1/22/15
Labor Provisions: MG 1/22/15
Affirmative Action Program: 1/22/15.

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Miguel Gomez

being first duly sworn, deposes and says

That he is Mane + Group, Ltd.
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22 day of January, 2015.

Notary Public

My Commission expires

May 14, 2017

ALEJANDRA JAIME
MY COMMISSION EXPIRES
May 14, 2017

INFORMATION TO CONTRACTORS

PROJECT: New Canopies at El Metro Maintenance Facility Located at 401 Scott

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll fee number 1-800-252-5555.

Issued 10/29/91

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

> Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

If the Contractor operates under a "separated contract", the Department will furnish the Contractor with an exemption certificate for the applicable materials.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: New Canopies at El Metro Maintenance Facility Located at 401 Scott

MATERIALS INCORPORATED INTO THE PROJECT: $9,000.00

ALL OTHER CHARGES: $15,000.00

*TOTAL: $24,000.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: Bridge I canopy.
   Value of Contract: $ 600.000
   Date Completed: 2009.
2. Name of Project: Seven Flags Park.
   Value of Contract: $ 200,000.
   Date Completed: $ 2006.
3. Name of Project: Eastlake Park.
   Value of Contract: $ 200,000
   Date Completed: 2008.

Experience Data: (Include name and experience record of the Superintendent)

Miguel Gomez.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: **<u>TO BE SUBMITTED UPON REQUEST</u>**

IS NOT AN ACCEPTABLE ANSWER.

Project: **New Canopies at El Metro Maintenance Facility Located at 401 Scott**

Proposed Progress Schedules:

Six (6) weeks.

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location)

Company Truck. 2011 - Lexus
Welding Machine Lincoln 2000.

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

In house.

NOTE: **<u>TO BE SUBMITTED UPON REQUEST</u>**

IS NOT AN ACCEPTABLE ANSWER.

CITY OF LAREDO
ENGINEERING DEPARTMENT
BID SCHEDULE

PROJECT: New Canopies at El Metro Maintenance Facility Located at 401 Scott

Item No.	Estimated Qty.	Unit	Description of item with Unit Price Written in Words	Unit Price (in numbers & words)	Amount
1	1	L.S.	Furnish all labor, equipment, materials, and all other terms necessary to construct canopies in place at twenty four thousand dlls 00/100 - per unit	$24,000.00	$24,000.00

TOTAL BASE BID AMOUNT $24,000.00

TOTAL BASE BID WRITTEN IN WORDS: Twenty four thousand dlls 00/100 -

MAGE & Group Ltd.
Contractor

Signature

President.
Title

12204 Crosscountry Ln. Laredo TX 78045
Address City/State Zip Code

Telephone Number: (956) 286 9731

Fax Number: ( )

Date: 1/22/2015

NOTE: ALL BID ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE OWNER.

ALTIUS

#6

January 22, 2015

To: GUSTAVO GUEVARA, JR., City Secretary

From: ALTIUS GROUP, INC

Bid Name: **El Metro Facility New Canopies Located at 401 Scott**

Mr. Guevara:

We would like to thank you for giving us the opportunity to present our cost for the above project. THE BID INCLUDES ALL MATERIAL, LABOR, TOOLS, EQUIPMENT, INSURANCES AND SUPERVISION.

Total Bid $28,700.00 (ALTIUS GROUP)
(twenty eight thousand seven hundred 00/100 US Dollars.)

Alejandro Quiñones
ALTIUS GROUP

ALTIUS GROUP
8200 San Gabriel.
Laredo, Texas 78045
Ph. (956) 220-3296
aquinones@altiusus.com

NOTICE TO BIDDERS

Sealed bids will be received at **City Secretary's Office, 1110 Houston Street, 3rd floor, City Hall Building, Laredo, Texas, until 4:00 P.M. on Tuesday, December 30, 2014, and publicly opened, read, and taken under advisement on Wednesday, December 31, 2014, at 11:00 A.M.** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for certain improvements for the City of Laredo, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. Said bid shall be marked,

"El Metro Facility New Canopies Located at 401 Scott"

The project consists of the construction of new canopies at seven maintenance facility entrances.

Construction contract time for the project is one hundred twenty (120) calendar days.

Each bid and a bid guaranty in the form of a bidder's bond having a minimum **Best's Rating A** according to Best's Key Rating Guide Latest Edition from a surety duly authorized and licensed in the State of Texas, certified check, or cashier's check must be originals and must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders and shall be marked as a bid for the project above referred.

Further, on federally funded projects, contractor must comply with the Federal Labor Standards Provision, Davis Bacon Act, Equal Opportunity Clause, Wage Determination and HUD and Urban Development Federal Requirements specially as it regards payrolls and basic records.

Only the bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, telegraph, or fax, will not be considered.

Bidders are expressly advised to review Section C-3.10 of the General Conditions of the proposed Contract as to the causes which may lead to the disqualification of a bidder and/or the rejection of a bid proposal. Unless all bids are rejected, the Owner agrees to give Notice of Award of Contract to the successful bidder within ninety (90) days of the bid opening.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

Bidders are advised to review the **Key Points of Public Right-of-Way Ordinance** on Legal Relations and Responsibilities to the Public Division C-7.15. The entire ordinance may be viewed at the following website under Building Services Department. http://www.ci.laredo.tx.us/Building/

A pre-bid conference with prospective bidders will be held on Tuesday, December 23, 2014, at 2:00 P.M. at the City of Laredo Engineering Department Conference Room, Located at 1110 Houston Street, 2nd Floor, Laredo, Texas 78040.

Copies of the plans and specifications may be reviewed free of charge at the office of the City Engineer, 1110 Houston Street, Laredo, Texas, or copies may be obtained upon deposit of **$50.00** for each set of documents. The entire amount of deposit will be refunded if the plans and specifications are returned in good order within five (5) working days after the bid opening.

GUSTAVO GUEVARA, JR.,
City Secretary

Publication Dates:

Sunday, December 14, 2014
Sunday, December 21, 2014

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

ADDENDUM NO. 1

December 29, 2014

Reference: **ADDENDUM NO.1**

Project: **El Metro Facility New Canopies Located at 401 Scott**

All contractors, holders of plans and specifications, plan rooms and all interested parties on the above identified project are hereby notified of the following revisions to the plans and specification, same taking precedence over all previous declarations and notes made on the plans and specifications.

ITEM NO. 1

The bid deadline for the project is hereby revised as follows: The bid deadline is changed from Tuesday December 30,2014 at 4:00 P.M. and publicly opened, read, and taken under advisement on Wednesday, December 31, 2014 at 11:00A.M. **to RECEIVE Thursday January 22, 2015 at 4:00P.M. and publicly opened, read and taken under advisement on Friday January 23, 2015 at 10:00A.M.**

NOTE: **Project is being funded by the Federal Transit Administration (FTA)**

This addendum is being submitted to all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo Engineering Department

Rogelio Rivera P.E.,
City Engineer

1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEXAS 78040-0579 (956) 791-7346 FAX(956) 791-7496

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

ADDENDUM NO. 2

January 8, 2015

Project: El Metro Facility New Canopies Located at 401 Scott.

All contractors, holders of plans and specifications, plan rooms and all interested parties of the above identified project are hereby notified of the following revisions to the plans and specifications, same taking precedence over all previous declarations and notes made on the plans and specifications.

ITEM NO. 1: Bidders RFI responses. See attached letter from Sierra Consultants

ITEM NO. 2: Replace HUD Regulations (Pages 108 -135): Division B Department of Housing and Urban Development (HUD) Federal Requirements with Federal Transit Administration (FTA) Contract Clauses for Construction. (All contracts and subcontracts not to exceed $100,000)

ITEM NO. 3: Building Construction Wage Determinations

ITEM NO. 4: Only one project sign will be required.

Plans and specifications are available at The City of Laredo Engineering Department, 1110 Houston Street, Laredo TX 78040, 2nd floor, City Hall Building. Telephone Number: (956) 791-7346

This addendum is being submitted to all contractors, holders of plans and/or specifications, plan rooms, and all interested parties to the project and acknowledgement of same is required by inserting its number and date in the proposal form.

City of Laredo - Engineering Department

Rogelio Rivera, P.E.,
City Engineer

1110 HOUSTON ST. P.O. BOX 579 LAREDO, TEXAS 78040 (956) 791-7346 FAX (956) 791-7496

Sierra Consultants, Inc.
8104 Purtzer Dr.
Laredo, TX 78045
210.630.0050
sierraconsultants@yahoo.com

January 7, 2015.

CITY OF LAREDO EL METRO TRANSIT SERVICES
MAINTENANCE BUILDING SERVICE DOORS NEW CANOPIES

Bidders RFI responses:

1. Channel frames are apparent, finished welds will need to be grinded and framers are to be painted, color to be selected by Owner/Eng. Department.
2. Purlins are to be painted, color to be selected by Owner/Eng. Department.
3. Metal deck is GA 24, standard painted R panel, color to be selected by Owner/Eng. Department.
4. Gutters and downspouts are painted GA 24 sheet metal, color to be selected by Owner/Eng. Department.
5. The typical R panel metal deck section is as per attached sheet, edge dimensions may vary depending on the supplier.

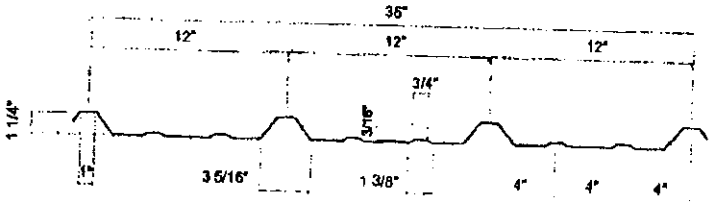
If any other questions, please let us know.

Sincerely

Eduardo Romero P.E.
President

PRODUCT DESCRIPTION

R-Panel



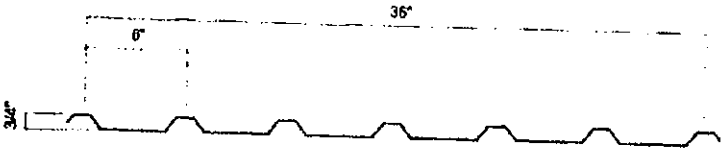
- 36" Coverage
- 26 Gauge

For color selections, please request a color chart.

G-90 Galvanized (NO WARRANTY)
Galvalume Plus (20 Yr. WARRANTY)

Limited Paint Warranties
(UP TO 30 YEAR WARRANTIES)

U-Panel



STORAGE It is recommended that sheets be kept covered and out of the elements if at all possible. If sheets are to be stored outside, the following precautions should be observed:

1. The storage area should be reasonably level, and located so as to minimize handling.
2. When stored on bare ground, place plastic ground cover under the bundles to minimize condensation on the sheets from ground moisture.
3. Store bundles at least 12 inches above ground level to allow air circulation beneath the bundle, and to prevent damage from rising water.
4. Elevate one end of each bundle slightly to permit runoff of moisture from the top of the bundle or from between sheets. A waterproof cover should be placed loosely over the bundles to allow for air circulation under the cover.
5. Inspect stored bundles daily and repair any tears or punctures in the waterproof cover.
6. Re-cover opened bundles at the end of each work day to prevent subsequent moisture damage.

Checking order at time of delivery.
Check each order carefully, as it is unloaded. Report any obvious damage or shortages to the carrier immediately. If damage or shortages are noted after delivery (at time of unpacking) notify your Mueller representative immediately. Have invoice numbers and detailed descriptions of the damage or shortage available. These procedures are for your protection. A shortage or damage discovered later can be caused by theft, misplacement, mishandling or other causes and is not the responsibility of Mueller, Inc.

[redacted]

FORMS TO BE COMPLETED

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Bidder, Altius Group, (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an UMTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER Altius Group, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Subscribed and sworn to before me this 22 day of January, 2015.

Notary Public in and for the State of Texas

Mayra Annette Leyva
Notary Public,
State of Texas
Expires: 11-04-2017

January 22, 2015

Mayra Annette Leyva
Expires: 11-04-2017

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date 01-22-2015

Signature

Company Name Altius Group.

Title President

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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 and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] (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.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Altius Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

ALEJANDRO QUINONES PRESIDENT
Name and Title of Contractor's Authorized Official

1/22/15
Date

NON-COLLUSION AFFIDAVIT

STATE OF Texas

COUNTY OF Webb

$28,700.00, being first duly sworn, on his oath says that he is Alejandro Quintanilla that the bid above submitted is a genuine and not a sham or a collusive bid, or made in the interest of or on behalf of any person not herein named; and he further states that the said bidder has not directly or indirectly induced or solicited any other bidder for the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE

Subscribed and sworn to before me this 22 day of January, 20 15.

Mayra Annette Leyva
Notary Public,
State of Texas
Expires: 11-04-2017

Mayra Annette Leyva

Notary Public in and for the State of Texas, residing in 2316 ½ Burnside
Laredo, Texas 78040

AFFIDAVIT FOR COMPLIANCE

(To be completed by all companies)

State of Texas)

County of Webb)

The Undersigned, being first duly sworn, on oath states on behalf of the Company as follows:

A. Company has given notice to his supervisors and other employees and subcontractors of the terms of the Affirmative Action to be undertaken.

B. The company hereby designate Alejandro Quiñones President
(NAME) (TITLE)
as the person who has been charged with the responsibility for securing compliance with such contract provision, and reporting progress in connection with the affirmative action to be undertaken herewith.

C. The Company will ensure that equal opportunity of employment results during the term of this contract by taking a combination of, or all of the following, affirmative steps OR will complete subsection 9 stating his own affirmative action in specific terms to ensure that equal opportunity of employment will result:

1. Notify predominantly minority organizations that are active in equal employment opportunities of positions available, in writing, and send copy to LAREDO TRANSIT MANAGEMENT INCORPORATED, INC.
2. Make specific and constant recruitment efforts with minority organizations, schools, and/or minority training organizations.
3. Make specific efforts to encourage present minority employees to recruit friends and relatives.
4. Provide after-school and summer employment to minority youths.
5. Seek out and negotiate with minority contractors to receive subcontract awards.
6. Seek, sponsor, and employ minorities for pre-apprentice, apprentice, and journeyman positions with contractor and other employers, and provide opportunities for advancement of minorities employed in project.
7. Cooperate fully with LAREDO TRANSIT MANAGEMENT INCORPORATED, INC. and predominantly minority organizations active in equal opportunities, in seeking and hiring minorities.
8. Notify LAREDO TRANSIT MANAGEMENT INCORPORATED, INC. in writing of any refusals by unions to cooperate with the contractor's Affirmative Action Plan.

LAREDO TRANSIT MANAGEMENT, INC.

AFFIDAVIT FOR COMPLIANCE

9. OR, in lieu of the above subsections 1 - 8, shall take the following specific affirmative actions to ensure equal opportunities of employment. (If this portion is used, the statement must be specific and need not include any of the above subsections 1 - 8.)

Altius Group.
(Bidder)

Altius Group.
(Company Name)

(956) 220-32016
Phone No.

By

Alejandro Quiñones
(Name)

President
(Title)

Subscribed and sworn to before me this 22 day of January, 2015.

Mayra Annette Leyva

(NOTARY PUBLIC IN AND FOR THE STATE OF Texas)

Residing at 2316 1/2 Burnside Laredo Texas 78040

Mayra Annette Leyva
Notary Public,
State of Texas
Expires:11-04-2017

General Decision Number: TX150325 01/02/2015 TX325

Superseded General Decision Number: TX20140325

State: Texas

Construction Type: Building

County: Webb County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER	$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 22.02	6.35

PLUM0412-004 04/01/2013

	Rates	Fringes
PLUMBER	$ 31.14	12.43

SUTX2014-051 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 16.17	0.00
CARPENTER	$ 14.15	2.42
CEMENT MASON/CONCRETE FINISHER	$ 12.46	0.00
ELECTRICIAN	$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 14.04	4.79
IRONWORKER, REINFORCING	$ 12.01	0.00
IRONWORKER, STRUCTURAL	$ 15.04	4.34
LABORER: Common or General	$ 9.20	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.89	0.96
LABORER: Pipelayer	$ 11.00	3.47
LABORER: Roof Tearoff	$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.07	0.00
OPERATOR: Loader	$ 12.87	0.70
OPERATOR: Mechanic	$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
PAINTER (Brush, Roller, and Spray)	$ 11.27	0.00
PIPEFITTER	$ 15.22	3.16
ROOFER	$ 11.42	0.00

SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 12.15	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FEDERAL TRANSIT ADMINISTRATION (FTA)

CONTRACT CLAUSES

FOR

CONSTRUCTION

(all contracts and subcontracts not to exceed $100,000)

1/6/2015

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

INDEX

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

~~2. BUY AMERICA REQUIREMENTS~~

~~49 U.S.C. 5323(j) 49 CFR Part 661~~

~~***Applicable to:*** *Construction contracts and acquisition of goods or rolling stock (valued at more than $100,000).*~~

~~The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.~~

~~A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.~~
~~**The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located behind the bid form.**~~

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts
The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down
The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language
The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS.

U.S.C. 6321 et seq. 49 CFR 42 Part 18

Applicable to: *All contracts.*

The Contractor agrees to comply with 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.

~~7. CLEAN WATER REQUIREMENTS~~
~~33 U.S.C. 1251~~

~~***Applicable to:*** *All contracts and subcontracts which exceed $100,000.*~~

~~(1) The 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 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.~~

~~(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.~~

~~10. LOBBYING~~
~~31 U.S.C. 1352~~
~~49 CFR Part 19~~
~~49 CFR Part 20~~

~~***Applicable to:*** *Contracts for construction, architectural and engineering, acquisition of rolling stock, professional service contract, operational service contract, and turnkey contracts which exceed $100,000.*~~

~~**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~**The certificate titled *Certification Regarding Lobbying* must be completed and returned with your bid. This certificate is located behind the bid form.**~~

11. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts
Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down
FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language
The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT ($100,000)	None unless[1] non-competitive award		Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above $100,000/Capital Projects						
II Non State Grantees	Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT ($100,000)	Yes[3]		Yes	Yes	Yes	Yes
b. Contracts above $100,000/Capital Projects						

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

12. FEDERAL CHANGES
49 CFR Part 18

Applicable to: *All contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 2007) between City of Laredo and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. ~~BONDING REQUIREMENTS~~

~~**Applicability to Contracts**~~

~~**For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:**~~

~~a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.~~

~~b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.~~

~~c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:~~

~~(1) 50% of the contract price if the contract price is not more than $1 million;~~

~~(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or~~

~~(3) $2.5 million if the contract price is more than $5 million.~~

~~d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.~~

~~Flow Down~~
~~Bonding requirements flow down to the first tier contractors.~~

~~Model Clauses/Language~~
~~FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:~~

~~Bid Bond Requirements (Construction)~~

~~(a) Bid Security~~

~~A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.~~

~~(b) Rights Reserved~~

~~In submitting this Bid, It is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).~~

~~It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.~~

~~It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.~~

~~The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.~~

~~Performance and Payment Bonding Requirements (Construction)~~

~~The Contractor shall be required to obtain performance and payment bonds as follows:~~

~~(a) Performance bonds~~

~~1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).~~

~~2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.~~

~~(b) Payment bonds~~

~~1. The penal amount of the payment bonds shall equal:~~

~~(i) Fifty percent of the contract price if the contract price is not more than $1 million.~~

~~(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or~~

~~(iii) Two and one half million if the contract price is more than $5 million.~~

~~2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.~~

~~Performance and Payment Bonding Requirements (Non-Construction)~~

~~The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.~~

~~(a) The following situations may warrant a performance bond:~~

~~1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).~~

~~2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.~~

~~3. Substantial progress payments are made before delivery of end items starts.~~

~~4. Contracts are for dismantling, demolition, or removal of improvements.~~

~~(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:~~

~~1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).~~

~~2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.~~

~~(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.~~

~~(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:~~

~~1. The penal amount of payment bonds shall equal:~~

~~(i) Fifty percent of the contract price if the contract price is not more than $1 million;~~

~~(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or~~

~~(iii) Two and one half million if the contract price is increased.~~

~~Advance Payment Bonding Requirements~~

~~The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).~~

~~Patent Infringement Bonding Requirements (Patent Indemnity)~~

~~The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).~~

~~Warranty of the Work and Maintenance Bonds~~

~~1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~

~~2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).~~

~~14. CLEAN AIR~~

~~42 U.S.C. 7401 et seq~~
~~40 CFR 15.61~~
~~49 CFR Part 18~~

~~Applicable to:~~ *~~All contracts exceeding $100,000.~~*

~~(1) The 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.~~

~~(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.~~

15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicable to: *The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.*

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans,

funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Laredo 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Laredo may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **City of Laredo** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: *All contracts.*

(1) City of Laredo 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq. 49 CFR Part 31, 18 U.S.C. 1001 49 U.S.C. 5307

Applicable to: *All contracts.*

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. 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 or the FTA assisted project 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1F

Applicable to: *All contracts in excess of $10,000.*

(1) Termination for Convenience (General Provision): City of Laredo may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Laredo' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Laredo to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Laredo, the Contractor will account for the same, and dispose of it in the manner City of Laredo directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City of Laredo may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City of Laredo that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City of Laredo, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, City of Laredo may terminate this contract for default. City of Laredo shall terminate by delivering to the Contractor a Notice of Termination specifying the

nature of the default. In this event, City of Laredo may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to City of Laredo resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by City of Laredo in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Laredo, acts of another Contractor in the performance of a contract with City of Laredo, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies City of Laredo in writing of the causes of delay. If in the judgment of City of Laredo, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Laredo shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Laredo.

(4) Opportunity to Cure (General Provision): City of Laredo in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to City of Laredo' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Laredo setting forth the nature of said breach or default, City of Laredo shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Laredo from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City of Laredo elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Laredo shall not limit City of Laredo' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Applicable to: All contracts and subcontracts which exceed $25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Laredo. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Laredo, 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 49 CFR 29, 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.

Contractors and subcontractors are also subject to a continuing duty of disclosure. contractors and subcontractors must provide immediate written notice to City of Laredo if it learns that a person involved in a covered transaction has been excluded. City of Laredo must then provide written notice to the Federal Transit Administration.

23. PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicable to: *All contracts.*

(1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity
(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of

U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

~~25. BREACHES AND DISPUTE RESOLUTION~~
~~49 CFR Part 18~~
~~FTA Circular 4220.1F~~

~~Applicability to Contracts~~
~~All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.~~

~~Flow Down~~
~~The Breaches and Dispute Resolutions requirements flow down to all tiers.~~

~~Model Clauses/Language~~
~~FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.~~

~~Disputes~~ ~~- Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.~~

~~Performance During Dispute~~ ~~- Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.~~

~~Claims for Damages~~ ~~- Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.~~

~~**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.~~

~~**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.~~

---

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

Applicable to: *All contracts.*

In connection with the performance of the contract for this project, the contractor shall make a good faith effort to cooperate with Laredo Transit Management Incorporated (LTMI) in meeting its commitments and goals with regard to the maximum utilization of disadvantaged businesses and will use such efforts to ensure that disadvantaged businesses shall have the maximum practicable opportunity to document its good faith efforts to achieve LTMI's goals as stated in this bid for this project. Disadvantaged Business Enterprises are encouraged to submit bids.

Disadvantaged Business Enterprise (DBE) program is a federal program managed by the United States Department of Transportation to recruit socially and/or economically disadvantaged firms in DOT sponsored projects. Any transportation related project, including aviation, highway, or public transportation, which is supported in whole or in part by federal funding, must include an opportunity for DBE participation. Because the Laredo Transit Management Incorporated (El Metro) and the City of Laredo receives federal funding from the Department of Transportation, we must in turn utilize as much as possible of that funding with small, minority-owned, and/or woman-owned companies.
Please note that DBE status is not required to do business with El Metro; however, the El Metro through the Texas Department of Transportation must seek out and certify eligible and interested firms in Laredo and the surrounding areas. Each year El Metro must report back to the Department of Transportation how much of their funding went to DBEs and it can only count those that are certified as such. El Metro has been publicizing for DBE participation in bids through the City of Laredo Purchasing Department. DBE goals for FY 2015 are 5 percent.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicable to: *All contracts.*

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Laredo requests which would cause City of Laredo to be in violation of the FTA terms and conditions.

32. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City of Laredo or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

SECTION A-8
PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____
_____ a (2) _____
_____ of hereafter called Principal and (3) _____
_____of _____, State of _____
_____, hereinafter called the Surety, are held and firmly bound unto (4) ____
_____ of _____
hereinafter called Owner, in the penal sum of _____
_____ ($_____)
Dollars in lawful money of the United Stated, to be paid in (5)

WEBB COUNTY, TEXAS

_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) _____
the Owner, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the Construction of:

_____
_____
_____
(hereinafter called the "Work")

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.

(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
Secretary

(SEAL)

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
Address (State and Zip Code)

SURETY: (Surety)

By: _____

_____
Address (State and Zip Code)

_____
Telephone No. (Area Code)

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____(2) _____
of _____hereinafter called Principal and (3) _____
of _____, State of _____, hereinafter called
the Surety, are held and firmly bound unto (4) _____of
_____ hereinafter called Owner, and unto all
Persons, Firms, and Corporations who may furnish materials for, or perform labor upon
the building or improvements hereinafter referred to in the penal sum of _____
_____ ($_____)
Dollars in lawful money of the United Stated, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) _____
the Owner, dated the _____ day of _____ a copy
of which is hereto attached and made a part hereof for the construction of:

_____

_____
(hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.
(2) A Corporation, or Partnership or an Individual, as case may be.
(3) Correct name of Surety.
(4) Correct name of Owner.
(5) County and State.
(6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
(SEAL)

_____
Surety

ATTEST:

_____
(Surety Secretary)

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Telephone Number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM
M-24, 25, Attach. Sa

_____ _____ (SEAL)
Individual Principal

_____ _____
Address (State and Zip Code) Business - Address

_____ _____
Telephone Number (Area Code) Telephone Number (Area Code)

ATTEST:

_____
Corporate Principal

_____ _____
(State and Zip Code) Business Address Name

_____
Telephone Number (Area Code)

_____ _____
Address (State and Zip Code) (Affix Corporate Seal)

ATTEST: By: _____

_____
Address (State and Zip Code)

_____ _____
Surety Corporate

_____

_____
Business Address

_____
(Affix Corporate Seal)

_____
Telephone:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within Bond; that _____ _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, an attested for and in behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

_____
Telephone No.

The rate of premium on this Bond is _____ per thousand. Total of premium charge

$_____

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for Surety company must be attached.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the 5 Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than $200,000 for bodily injury, including accidental death, to any one person and an amount not less than $300,000 on account of any one occurrence: Property Damage in the amount not less than $100,000 per occurrence and $200,000 aggregate; and Vehicle Liability of $100,000 for any one person or $200,000 for each occurrence.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.

d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

e. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner".
The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

g. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. A blanket waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.

CERTIFICATE OF INSURANCE

To:
CITY OF LAREDO_____Date:_____
Owner

1110 Houston Street;
Laredo, Texas 78040

Project: New Canopies at El Metro Maintenance Facility Located at 401 Scott

This is to certify that _____

_____
Name & Address of Insured and telephone number

is, at the date of this certificate, insured by this Company
with respect to the business operations hereinafter described for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further, hereinafter described. Exceptions to standard policies used by this company, and further, hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

_____

Policy No. _____ Effective _____

Expires: _____

Limits of availability: _____

_____

Workmen's
Compensation: _____

Public
Liability: _____

1 Person: $ _____
1 Accident: $ _____

Contingent
Liability: _____
Property
Damage: _____
Builder's
Risk: _____
Automobile: _____
Other: _____

The foregoing policies (do) (do not) cover all subcontractors

Locations covered: _____

Descriptions of Operations covered: _____

_____

_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

WITNESS:

_____
Contractor/Firm (Typed)

_____
Name

_____
Signature

_____
Address

_____
Signature (Typed)

Title: _____

_____
Address

_____
City/State/Zip Code

_____
Telephone Number:

_____
Fax Number

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3 BUSINESS CERTIFICATION

Name of Business _____

Address of Business _____

Contact Person _____ Title _____

Telephone _____

The contractor certifies that it is a Section 3 Business Concern based on:

_____ Status as a Section 3 resident-owned enterprise (at least 51% owned by Section 3 residents:

Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 resident
Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles

_____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years (based on housing assistance or family income):

Provide complete list of all permanent, full-time employees
Provide list of employees claiming Section 3 status
Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

_____ Commitment to subcontract 25% of the dollar awarded to qualified Section 3 business (only applicable to prime contractors:

Provide list of subcontracted Section 3 business(es) and subcontract amount
Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

_____ _____
Authorized Signature Date

_____
Name

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract on a Community Development Block Grant project at completion of project.

Contractor: _____

Project: _____

Contract Amount$:_____

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial for housing and community development program, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:

_____ Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of a Section 3 business concern.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other. Describe:_____

Please provide employee information below. For employees that qualify as Section 3, a Section 3 Resident Form must be submitted.

Job Category	Total # of Employees	Total # of Section 3 Employees	Total # of new hires that qualify as Section 3	Total # of hours for New Hires that qualify as Section 3	Total # of hours for Section 3 employees
Professional					
Technicians					
Office/Clerical					
Officials/Managers					
Sales					
Craft Workers(skilled)					
Operatives (semiskilled)					
Laborers (unskilled)					
Service Workers					
Other (List)					
Total					

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference
A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of public housing residency, OR evidence that household income does not exceed the income guidelines, by family size, for low- or very low-income, as indicated elsewhere on this form.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, (name) am a legal resident of the City of Laredo, Webb County, TX and qualify as a Section 3 resident because:

_____ I legally reside in public housing OR

_____ I meet the income eligibility guidelines for a low- or very low-income person as shown below on this form.

Number of persons in family	Low/Mod Income Level	Household Income
1	$28,300	Below
2	$32,350	Below
3	$36,400	Below
4	$40,400	Below
5	$43,650	Below
6	$46,900	Below
7	$50,100	Below
8+	$53,350	Below
FY 2013 Webb County Income Limits Summary		

I hereby certify that the information provided here is true and correct, and understand any falsification of any of the information provided here could subject me to disqualification from participation and punishment under the law.

_____ Signature

_____ Date

_____ Permanent address

_____ City, ST, Zip

PRECONSTRUCTION MINUTES

Project Name: _____

Location: _____

Description: _____

Wage Decision No.: _____

Name of Contractor: _____

Contract Amount: $ _____

Date of Conference: _____

Labor Provisions: Davis Bacon

CDBG – HUD 4010

- Contractor/Subcontractor must be cleared of debarments.
- Payrolls are to be submitted weekly.
- Payrolls are to be signed by owner or a written authorization must be submitted authorizing someone else other than owner to sign the payrolls.
- Employees are to be paid weekly.
- "Contractor labor" is not acceptable; employees are to be paid by the hour (not piece-meal).
- Laborers are not to use "tools of trade"; may use tools for demolition but not for reconstruction.
- No helpers are allowed unless specified in the wage decision.
- Apprentices/trainees must be certified by D.O.L.; State-certified is not acceptable.
- Any employee who uses the "tools of trade" must be paid in accordance to the work performed regardless of experience; or whether or not the employee is certified or licensed.
- FICA and tax withholding are the only allowable deductions. Any other deduction must be authorized in writing by the employee.
- Relatives – Regardless of relationships, unless part owner of company, must be paid by wage scale.
- CWSSA – Work performed over 40 hours per week is considered overtime.
- Wage Decision and D.O.L. Form 1321 should be posted at job site (even if it is street paving, etc.).
- For job classifications not listed on Wage Decision, contact the U.S. Department of Housing and Urban Development, Labor Relations Branch.
- An employee may have two or more job classifications. However, the employee must be paid in accordance with the Wage Decision for each classification.
- A Laborer must be paid as a mechanic for the hours the employee uses the "tools of trade."
- Working Supervisor/Foreman who works physically 20 percent or more at the job site must be paid on an hourly basis.

- Lower tier subcontractors/working subcontractors must submit payrolls; subcontractors must show employees on payroll if any, and must show self as "Owner" write-in the word, salary, dates, and hours worked.

- On-site employee interviews will be conducted by D.O.L. and/or our office. Inform your contractors to allow employees to be interviewed.

- The prime contractor's draw may be held back for not complying with the labor requirements.

- The prime contractor is responsible for any unresolved wage violations.

I, _____, hereby state that I have read all of the above Labor Standards Requirements, understand and agree to comply with them.

_____
Signature

_____
Company

_____

_____
Address

_____
Date

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other then permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Instructions For Completing Payroll Form, WH-347

OMB Control No. 1235-0008, Expires 01/31/2015

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted

project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.
For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, clessification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of rece, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX INDIVIDUALS WITH DISABILITIES
In addition to the protections of Title VII of the Civil Rights Act of 1964, as Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which received Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination of the basis of disability in ay program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which received Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Ronnie Acosta
City of Laredo
Community Development Department

1301 Farragut, 3rd floor
P.O. Box 1276
Laredo, TX 78042

Tel: 956-795-2675
Fax: 956-795-2689
tacosta@ci.laredo.tx.us

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD
U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

General Decision Number: TX150325 01/02/2015 TX325

Superseded General Decision Number: TX20140325

State: Texas

Construction Type: Building

County: Webb County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER	$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 22.02	6.35

PLUM0412-004 04/01/2013

	Rates	Fringes
PLUMBER	$ 31.14	12.43

SUTX2014-051 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 16.17	0.00
CARPENTER	$ 14.15	2.42
CEMENT MASON/CONCRETE FINISHER	$ 12.46	0.00
ELECTRICIAN	$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 14.04	4.79
IRONWORKER, REINFORCING	$ 12.01	0.00
IRONWORKER, STRUCTURAL	$ 15.04	4.34
LABORER: Common or General	$ 9.20	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.89	0.96
LABORER: Pipelayer	$ 11.00	3.47
LABORER: Roof Tearoff	$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.07	0.00
OPERATOR: Loader	$ 12.87	0.70
OPERATOR: Mechanic	$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
PAINTER (Brush, Roller, and Spray)	$ 11.27	0.00
PIPEFITTER	$ 15.22	3.16
ROOFER	$ 11.42	0.00

SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 12.15	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

General Decision Number: TX150008 01/02/2015 TX8

Superseded General Decision Number: TX20140008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	

Foundation Drill, Truck
Mounted.....$ 16.86
Front End Loader Operator,
Over 3 CY.....$ 13.69
Front End Loader, 3 CY or
less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew the existing annual contract FY14-043 to Gonzalez Auto Parts, Laredo, Texas in an amount up to $75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as needed basis. There will be no price increase during this extension period. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/17/14.

BACKGROUND

Staff is recommending that this annual supply contract to furnish automotive batteries needed for all City vehicles be extended for one additional year. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial one year term.

Bid Summary:

Vendor	Section IA Built in USA 1 Year Battery Replacement	Section IB Built in USA 1 1/2 Year Battery Replacement
Gonzalez Auto Parts		

Complete listings of pricing and battery size are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contract be renewed.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY14-043 Pricing

Contract FY14-043

Bid Tabulation FY14-043
Auto Batteries-Fleet Dept.
February 20, 2014 @ 3PM

Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Gonzalez Auto Parts Laredo, TX Unit Price	Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00
BAT-58R	80	580	16	$ 59.00	$ 944.00
BAT-31P	170	950	24	$ 74.95	$ 1,798.80
BAT-31S	170	950	120	$ 79.85	$ 9,582.00
BAT-24F	90	460	14	$ 55.00	$ 770.00
BAT-24	90	460	18	$ 55.00	$ 990.00
BAT-65	160	850	200	$ 69.00	$ 13,800.00
BAT-58	80	540	10	$ 59.00	$ 590.00
BAT-34	120	700	20	$ 64.00	$ 1,280.00
BAT-75	90	650	20	$ 65.00	$ 1,300.00
BAT-27	160	675	20	$ 67.00	$ 1,340.00
BAT-94R	140	730	48	$ 96.00	$ 4,608.00
BAT-U1R	34	235	18	$ 33.00	$ 594.00
				Total	$ 40,996.80

Battery Price Schedule Section IB-Built In USA 1 1/2-Year Free Replacement

Battery Group	Reserve Capacity Rating	Min. Acceptable Cranking Amps @ 0f	Est. Qty.	Gonzalez Auto Parts Laredo, TX Unit Price	Ext. Total
BAT-78	110	650	50	$ 68.00	$ 3,400.00
BAT-58R	80	580	16	$ 59.00	$ 944.00
BAT-31P	170	950	24	$ 74.95	$ 1,798.80
BAT-31S	170	950	120	$ 79.85	$ 9,582.00
BAT-24F	90	460	14	$ 55.00	$ 770.00
BAT-24	90	460	18	$ 55.00	$ 990.00
BAT-65	160	850	200	$ 69.00	$ 13,800.00
BAT-58	80	540	10	$ 59.00	$ 590.00
BAT-34	120	700	20	$ 64.00	$ 1,280.00
BAT-75	90	650	20	$ 65.00	$ 1,300.00
BAT-27	160	675	20	$ 67.00	$ 1,340.00
BAT-94R	140	730	48	$ 96.00	$ 4,608.00
BAT-U1R	34	235	18	$ 33.00	$ 594.00
				Total	$ 40,996.80

City of Laredo
Purchasing Division
RENEWAL NOTICE

February 5, 2015

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Floresville, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Renewal Extension I

Dear Mr. Gage,

Contract for providing automotive batteries for the City of Laredo Fleet Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 1/2 Year Battery Replacement

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gonzalez Auto Parts

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Joe Gage

Print Name: Joe Gage

Date: 2/5/15

City of Laredo – Purchasing Division, 5812 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Floresville, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Renewal Extension I

Dear Mr. Gage,

Contract for providing automotive batteries for the City of Laredo Fleet Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of four extension periods.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 1/2 Year Battery Replacement

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Gonzalez Auto Parts

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

Enrique Aldape III

From: Jack Dunn, Jr.
Sent: Thursday, February 05, 2015 9:37 AM
To: Enrique Aldape III; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: RE: March 2015 Contracts

Good Morning,
FLEET- Auto Batteries-Yes, Thanks, Jack

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: March 2015 Contracts

Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	**Utilities**	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	**Utilities**	3/17/2014	3/1
Auto Batteries	14-043	**Fleet**	3/17/2014	3/1
Wood Grinding Services	13-026	**Landfill**	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division
Phone: 956-790-1814
Fax: 956-790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

March 18, 2014

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Laredo, Texas 78041

Re: Automotive Batteries
Contract FY14-043
Approved by City Council on March 17, 2014

Dear Mr. Gage,

This is to inform you that contract FY14-043 was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year. All safety batteries will be purchased on an as needed basis and all orders will be assigned a duly authorized purchase order.

Commodities under contract:

Section IA Built-in USA 1 Year Battery Replacement
Section IB Built-in USA 1 ½ Year Battery Replacement

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Motions

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to award annual contract FY14-043 to the bidder meeting specifications, Gonzalez Auto Parts, Laredo, TX in an amount up to $ 75,000.00, for the purchase of automotive batteries for the City's Fleet vehicles. All batteries will be secured on an as need basis. Funding is available in the Fleet Maintenance budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received seven (7) bids for awarding an annual supply contract to furnish automotive batteries needed for all City vehicles. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Staff has reviewed the bids submitted and is recommending that a contract be awarded to the bidder meeting specifications Gonzalez Auto Parts, Laredo, Texas.

The apparent low bidder, Arnold Oil submitted a bid that did not meet the published specifications. The second lowest bidder does not have a local facility to supply batteries. Based on the Fleet Department's review of the bids submitted, staff is recommending that a contract be awarded to the bidder Gonzalez Auto Parts, Laredo, Texas meeting the published specifications and using the 5% local preference.

The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

AUTOMOTIVE BATTERIES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

February 6, 2014

Addendum No. 1

Ref: Bid: **Automotive Batteries– Fleet Department**
FY14-043

To All Interested Vendors:

Please note the following **modification**:

On page 15
25.3 Battery Price Schedule Section IIA – Not-Built in USA – 1-Year Free Replacement

On page 16
25.4 Battery Price Schedule Section IIB – Not-Built in USA – 1-1/2 Year Free Replacement

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1_____
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2014** and all bids received will be **opened** and read publicly on **February 20, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 28th DAY OF JANUARY 2014.

Geraldine Ramirez for
Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not Applicable for this bid)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Automotive Batteries
Fleet Department **Revised 2/6/14**

14.0 Scope of Work

The City of Laredo is requesting bid pricing from vendors for awarding of a twelve (12) month supply contract for the purchase of automotive batteries.

Fleet Department point of contact: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, February 7, 2014 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 Battery Specifications

All Batteries must be Heavy Line, new unused, as listed in manufacturer's latest catalog.

16.1 The successful bidder must provide a location within the City of Laredo, where a 25% stock on all common sized batteries requested in this bid invitation will be kept. This location must be in a building with ample space for shelving and display of batteries specified. The contract vendor must provide the City a loaner battery while the battery is being charged if needed.

16.2 Bidder must provide names of company staff who will handle the account for the City of Laredo.

Name: _____ Phone number: _____

16.3 The delivery time for batteries will be within a 4 hour notice on normal business days. The successful bidder will be responsible to furnish all City of Laredo Department's battery requirements. The successful bidder must advise the City Maintenance Shop if batteries cannot be delivered within the time specified.

16.4 If during the contract period, the successful bidder cannot provide the batteries as stated, the City of Laredo may purchase the requested battery from another vendor and charge the difference in price to the vendor being awarded this contract. If the vendor consistently cannot provide batteries within the period specified above, the City shall have the option to cancel this contract upon a 30 day written notice.

16.5 All batteries must conform to the attached specifications in all respects. The City of Laredo reserves the right to inspect bidder's storing facilities. Facilities may be a determining factor in awarding this bid. This contract will be awarded to only one bidder.

16.6 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.7 Pickup & delivery: Successful bidder must provide pickup and delivery of batteries during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.8 All batteries must be labeled with the manufacturer's label and must have the cold cranking amps on the battery.

16.9 The City of Laredo will consider, as an option, batteries not built in the USA but meeting all specifications and reserves the right to choose either Section I or Section II.

16.10 The City prefers that all batteries show the average life expectancy on the accelerated life test.

16.11 The distributor must deliver fully charged batteries ready for installation.

16.12 The distributor must have a place of business in Laredo and be able to deliver Batteries to the Fleet Maintenance office, 1102 Bob Bullock Loop, Laredo, Texas.

16.13 Hot stamping batteries will not be allowed.

16.14 Bidder must provide a copy of the manufacturer's specification sheet for the brand of batteries being proposed.

17.0 Warranty and Guarantee

All batteries must be covered by a two (2) year manufacturer's warranty. All batteries must also come with a one (1) year free replacement or better, warranty in writing from the manufacturer. Bidder must provide with this bid, type of battery adjustment the company will provide.

Warranty: _____

Battery Adjustment: _____

Free Battery Replacement Time: _____

18.0 Delivery

Delivery of batteries to the City of Laredo Fleet Department Shop must be made within **3** calendar days after order has been placed.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

19.0 Purchases

Batteries will be purchased on a per-need basis. The City's needs shall govern the amount of batteries purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IA					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.2 Battery Price Schedule Section IB - Built In USA– 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IB					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.3 Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IIA					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.4 Battery Price Schedule Section IIB – Not-Built In USA – 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
Grand Total Section IIB					$			

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries
FY14-043

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Please submit one original signature bid document and two copies**

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

AUTOMOTIVE BATTERIES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

February 6, 2014

Addendum No. 1

Ref: Bid: **Automotive Batteries– Fleet Department**
FY14-043

To All Interested Vendors:

Please note the following **modification:**

On page 15
25.3 Battery Price Schedule Section IIA – Not-Built in USA – 1-Year Free Replacement

On page 16
25.4 Battery Price Schedule Section IIB – Not-Built in USA – 1-1/2 Year Free Replacement

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1 Joe Hey Jr. 02/19/2014
(Please sign/ date and include with bid submittals)

XC Purchasing File

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply contract for the purchase of automotive batteries for the City's Fleet vehicles. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 19, 2014** and all bids received will be **opened** and read publicly on **February 20, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Automotive Batteries – Fleet Department
FY14-043

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 28th DAY OF JANUARY 2014.

Geraldine Ramirez for
Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS (Not Applicable for this bid)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Automotive Batteries
Fleet Department **Revised 2/6/14**

14.0 Scope of Work

The City of Laredo is requesting bid pricing from vendors for awarding of a twelve (12) month supply contract for the purchase of automotive batteries.

Fleet Department point of contact: Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted in writing or by email no later than, February 7, 2014 to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 Battery Specifications

All Batteries must be Heavy Line, new unused, as listed in manufacturer's latest catalog.

16.1 The successful bidder must provide a location within the City of Laredo, where a 25% stock on all common sized batteries requested in this bid invitation will be kept. This location must be in a building with ample space for shelving and display of batteries specified. The contract vendor must provide the City a loaner battery while the battery is being charged if needed.

16.2 Bidder must provide names of company staff who will handle the account for the City of Laredo.

Name: Joe Gage Jr. Phone number: 956-726-9766

16.3 The delivery time for batteries will be within a 4 hour notice on normal business days. The successful bidder will be responsible to furnish all City of Laredo Department's battery requirements. The successful bidder must advise the City Maintenance Shop if batteries cannot be delivered within the time specified.

16.4 If during the contract period, the successful bidder cannot provide the batteries as stated, the City of Laredo may purchase the requested battery from another vendor and charge the difference in price to the vendor being awarded this contract. If the vendor consistently cannot provide batteries within the period specified above, the City shall have the option to cancel this contract upon a 30 day written notice.

16.5 All batteries must conform to the attached specifications in all respects. The City of Laredo reserves the right to inspect bidder's storing facilities. Facilities may be a determining factor in awarding this bid. This contract will be awarded to only one bidder.

16.6 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.7 Pickup & delivery: Successful bidder must provide pickup and delivery of batteries during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.8 All batteries must be labeled with the manufacturer's label and must have the cold cranking amps on the battery.

16.9 The City of Laredo will consider, as an option, batteries not built in the USA but meeting all specifications and reserves the right to choose either Section I or Section II.

16.10 The City prefers that all batteries show the average life expectancy on the accelerated life test.

16.11 The distributor must deliver fully charged batteries ready for installation.

16.12 The distributor must have a place of business in Laredo and be able to deliver Batteries to the Fleet Maintenance office, 1102 Bob Bullock Loop, Laredo, Texas.

16.13 Hot stamping batteries will not be allowed.

16.14 Bidder must provide a copy of the manufacturer's specification sheet for the brand of batteries being proposed.

17.0 Warranty and Guarantee

All batteries must be covered by a two (2) year manufacturer's warranty. All batteries must also come with a one (1) year free replacement or better, warranty in writing from the manufacturer. Bidder must provide with this bid, type of battery adjustment the company will provide.

Warranty: manufacturer warranty

Battery Adjustment: N/A

Free Battery Replacement Time: 1 1/2 year (18 months) Free Replacement

18.0 Delivery

Delivery of batteries to the City of Laredo Fleet Department Shop must be made within **3** calendar days after order has been placed.

Bidder's business hours: From: 8 a.m. to 7.30 p.m.

Days of week: Monday - Saturday

19.0 Purchases

Batteries will be purchased on a per-need basis. The City's needs shall govern the amount of batteries purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for four, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If no renewal is accepted, the contract may be extended for a sixty day period after the initial two year term.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

22.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Gonzalez Auto Parts

Signature of person authorized to sign bid Joe Gage Jr. Date 02/19/2014

Print Name of person authorized to sign bid Joe Gage Jr.

Title: President

Business Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: 956-726-9766 Fax Number: 956-726-9760

Contact Person Email Address: jgage@gapautoparts.com

Federal Tax ID Number: 20-2071342

Bidders Principal/Corporate Place of Business Address: 4220 San Bernardo Ave.

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes (No)

Has the business, or any officer or partner thereof, failed to complete a contract? Yes (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify N/A

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Battery Price Schedule Section IA - Built In USA - 1-Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$ 68.00	$ 3,400.00	Exide	110	650
BAT-58R	80	580	16	$ 59.00	$ 944.00	Exide	80	580
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	Exide	170	950
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	Exide	170	950
BAT-24F	90	460	14	$ 55.00	$ 770.00	Exide	90	460
BAT-24	90	460	18	$ 55.00	$ 990.00	Exide	90	460
BAT-65	160	850	200	$ 69.00	$ 13,800.00	Exide	160	850
BAT-58	80	540	10	$ 59.00	$ 590.00	Exide	80	540
BAT-34	120	700	20	$ 64.00	$ 1,280.00	Exide	120	700
BAT-75	90	650	20	$ 65.00	$ 1,300.00	Exide	90	650
BAT-27	160	675	20	$ 67.00	$ 1,340.00	Exide	160	675
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	Exide	140	730
BAT-U1R	34	235	18	$ 33.00	$ 594.00	Exide	34	235
				Grand Total Section IA	$40,996.80			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, Texas 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

All prices are with Exchange, if no core, a Fee will be Charged.

25.2 Battery Price Schedule Section IB - Built In USA– 1 ½ -Year Free Replacement

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking Amps @ 0f	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer Or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking Amps
BAT-78	110	650	50	$ 68.00	$ 3,400.00	Exide	110	650
BAT-58R	80	580	16	$ 59.00	$ 944.00	Exide	80	580
BAT-31P	170	950	24	$ 74.95	$ 1,798.80	Exide	170	950
BAT-31S	170	950	120	$ 79.85	$ 9,582.00	Exide	170	950
BAT-24F	90	460	14	$ 55.00	$ 770.00	Exide	90	460
BAT-24	90	460	18	$ 55.00	$ 990.00	Exide	90	460
BAT-65	160	850	200	$ 69.00	$ 13,800.00	Exide	160	850
BAT-58	80	540	10	$ 59.00	$ 590.00	Exide	80	540
BAT-34	120	700	20	$ 64.00	$ 1,280.00	Exide	120	700
BAT-75	90	650	20	$ 65.00	$ 1,300.00	Exide	90	650
BAT-27	160	675	20	$ 67.00	$ 1,340.00	Exide	160	675
BAT-94R	140	730	48	$ 96.00	$ 4,608.00	Exide	140	730
BAT-U1R	34	235	18	$ 33.00	$ 594.00	Exide	34	235
				Grand Total Section IB	$ 40,996.80			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage

Company Representative's Name: Joe Gage Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

All prices are with Exchange, if no core, a Fee will be charged.

25.3 Battery Price Schedule Section IIA – Not-Built In USA - 1-Year Free Replacement N/A

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name Of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
				Grand Total Section IIA	$			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.4 Battery Price Schedule Section IIB – Not-Built In USA – 1 ½ -Year Free Replacement N/A

Battery Group	Reserve Capacity Rating	Minimum Acceptable Cranking AMPS @ 0F	Est. Qty.	Unit Price	Ext. Total	Brand Name of Manufacturer or Battery Proposed	Reserve Capacity Rating	Rated Cold Cranking AMPS
BAT-78	110	650	50	$	$			
BAT-58R	80	580	16	$	$			
BAT-31P	170	950	24	$	$			
BAT-31S	170	950	120	$	$			
BAT-24F	90	460	14	$	$			
BAT-24	90	460	18	$	$			
BAT-65	160	850	200	$	$			
BAT-58	80	540	10	$	$			
BAT-34	120	700	20	$	$			
BAT-75	90	650	20	$	$			
BAT-27	160	675	20	$	$			
BAT-94R	140	730	48	$	$			
BAT-U1R	34	235	18	$	$			
				Grand Total Section IIB	$			

Company Name: Gonzalez Auto Parts

Owner/President Name: Joe Gage Jr.

Company Address: 4220 San Bernardo Ave.

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: Joe Gage Jr.

Company Representative's Name: Joe Gage Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes N/A ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes N/A ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

03/19/14
Date

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 19, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 20, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Automotive Batteries
FY14-043

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Please submit one original signature bid document and two copies**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Rogelio Rivera, P.E., City Engineer, Stephen R. Geiss, Solid Waste Services Department Manager, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract FY15-019 to the low bidder, Texas Land Reclamation, L.L.C., DBA: UTW Tire Collection Services, Laredo, Texas, in an annual amount up to $86,400.00 for the removal and disposal of used tires for the City's Solid Waste Services Department. Staff estimates that 1,800 tons of used tires will be disposed of in a two (2) year period. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. All services will be secured on an as needed basis. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funding is available in the Solid Waste Services Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three bids for awarding a two year contract for the removal and disposal of approximately 1,800 tons of tires from the City's Landfill. The contract vendor is required to maintain TCEQ registration numbers for the transportation, storage, and recycling/disposal of these used tires. The contractor shall be registered with the Texas Commission on Environmental Quality (TCEQ) as registered transporter. All services will be secured on an as-needed basis.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional two (2) year periods each upon mutual agreement of the City and the vendor. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another two year period.

Summary:

	Texas Land Reclamation: UTW	J&M Truck Tire Shop	Liberty Tire Recycling
Description	Price/Ton	Price/Ton	Price/Ton
Furnish 20 Yard dump trucks to dispose of passenger and truck tires	$ 48.00	$ 200.00	$ 300.00
Option 1			
City of Laredo Solid Waste Services Dept. delivers used tires the vendor's location within 20 miles of the City of Laredo City limit	$ 30.00	N/A	N/A

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55625605333930

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY15-019

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

USED TIRE DISPOSAL SERVICES CONTRACT
SOLID WASTE SERVICES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two year service contract for used tire disposal services for the Solid Waste Services Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Used Tire Disposal Services – Solid Waste Services Department
FY15-019

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a two year service contract for used tire disposal services for the Solid Waste Services Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 12, 2015** and all bids received will be **opened** and read publicly on **February 13, 2015 at 3:00 PM.**

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FY15-019

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City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 22nd DAY OF JANUARY 2015.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary**.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Vendor shall maintain insurance coverage equal to that required of the Vendor. It is the responsibility of the Vendor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Vendor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Vendor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) The insurance must be valid for a minimum of six months upon award of the contract date. If the insurance expires during the contract period, the vendor has five working days to submit an updated insurance certificate. If the vendor does not submit the required insurance documentation within the five working day period, the vendor shall be considered in breach of contract. The City of Laredo reserves the right to cancel the contract and a new contract vendor will be selected on the basis of competitive bids.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Used Tire Disposal Services Contract
Solid Waste Services Department

14.0 Scope of Work

The City of Laredo is requesting bids from authorized tire transporters in furnishing of trailers and disposal of used tires collected by the City of Laredo Landfill. Bidders are required, prior to submitting any bid, to read the specifications carefully and inspect the site to become familiar with the job requirements. Bidders are also required to examine the local conditions, investigate the difficulties to be encountered, determine the accessibility of the work, and all attending circumstances affecting the cost of doing work in the time required for its completion.

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 30, 2015 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Bidders are encouraged to visit the job site and inspect the area. For appointment or questions regarding these specifications please contact:

Mr. Ernesto Elizondo @ (956) 326-1102 or e-mail eelizondo@ci.laredo.tx.us
Location: 6912 Hwy. 359 P.O. Box 1965, Laredo, Texas 78041.

16.0 Permits/Licenses

Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

17.0 Contract Services

The successful contractor shall be required to furnish (20) yard dump trucks and dispose the passenger and truck tires and any oversize off-road tire stockpiled at the City of Laredo Landfill.

18.0 Collection

The contractor shall furnish (20) yard dump trucks to be used by the City of Laredo for the collection of used tires at the landfill.

18.1 Tire Collection Events
For special "Tire Collection Events", an enclosed 40' trailer or 20-ton dump truck could be requested at no additional cost.

18.2 Optional
The City of Laredo Solid Waste Services Department will transport with City equipment passenger and truck tires and over-size tires, to any location within 20 miles of the City Laredo city limits for tire disposal. The disposal are must hold a valid TCEQ permit as required. The City of Laredo reserves the right to use this optional pricing when necessary to do so.

18.3 Transportation
The contractor shall each container loaded with tires within 24 hours of the City's request to do so. The contractor shall furnish an empty (20) yard dump truck within 24 hours upon request.

The contractor shall be responsible for the proper transportation of the used tires. The contractor shall also be responsible for the proper maintenance of their licensed transportation and transferring systems. The contractor shall be registered with the Texas Commission on Environmental Quality (TCEQ) as a registered transporter.

18.4 Storage
The contractor shall be responsible for the proper and safe storage of the used tires removed from the landfill. The contractor's designated storage facility shall be registered with TCEQ.

18.5 Disposal/Recycling
The contractor shall be responsible for the disposal and/or recycling of the used tires. The contractor's disposal/recycling methods shall be registered with the TCEQ.

18.6 Documentation
The contractor shall provide proper documentation/manifest to the City of Laredo, Department of Solid Waste for each loaded trailer or dump truck removed from the landfill. Documentation/manifest shall provide, but not limited to, the following information:

18.6.1 Name, physical address of transporter, TCEQ transporter registration number, name and physical address of generator, name and physical address of storage/disposal facility, date, amount(s) and types of tires removed from the landfill, and transporter, and generator signatures.

18.7 Required Documentation

18.7.1 Firm name, address, telephone number, and point of contact regarding this bid.

18.7.2 Qualifications and recent experience of the firm and key personnel.

18.7.3 List of the 3 references including name, address, and telephone number.

18.7.4 Availability to commence services immediately after successful award of the contract.

18.8 Shredded Tires
The City of Laredo shall accept shredded tires at no charge.

19.0 Vendor Registration Information

19.1 TCEQ Used Tire Transporter Registration Number: _____

19.2 TCEQ Used Tire Storage Registration Number: _____

19.3 TCEQ Used Tire Recycling/Disposal Registration Number: _____

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

22.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional two (2) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

22.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

22.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A- Company Information Questionnaire
Tab B- Signed Price Schedule
Tab C- Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract Agreement

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date_____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

24.0 Tab B Price Schedule

24.1 Pricing for Pickup

Description	Est. Quantities	Price/ton	Ext. Total
To Furnish 20 yard dump trucks and Dispose of the passenger and truck used tires currently stockpiled at the City of Laredo Landfill. Two year period.	1800 Tons	$ _____	$ _____

Optional Pricing

Description	Price/Ton
City of Laredo Solid Waste Services Department delivers used tires to the vendor's location within 20 miles of the City of Laredo city limit with City's own equipment.	$_____

24.2 Provide listing of contracts secured during the last five years other than those secured from the City of Laredo.

_____

_____

_____

_____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

☐ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name _____ **Signature** _____ **Date** _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of_____20_____.

_____
Notary Public

My commission expires:

_____

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form:**

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information:**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3:**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract:**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract:**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Tab F

ANNUAL SERVICE CONTRACT
USED TIRE DISPOSAL SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and _____ (Company name), of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Used Tire Disposal Services" -FY15-019. The contractor shall provide used tire disposal services for the Solid Waste Services Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY15-019 (Attachment A) and the bid submitted by _____ (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

INSURANCE

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:	Company Name:_____
Carlos R. Villarreal	Owner Name:_____
1110 Houston Street	Address:_____
Laredo, TX 78040	City, State, Zip Code:_____

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

29.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Used Tire Disposal Services – Fleet Department
FY15-019

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

#2

TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692 LAREDO, TX 78045
PHONE: 956-723-8484 / FAX: 956-723-9918

February 11, 2015

UTW Tire Collection Services is a well-established, 17 year tire recycling facility. Our coverage area is managed by two facilities in South Texas. We are state approved and carry all of the state permits and insurances required to safely, properly, and legally transport, process and dispose of your scrap tires.

A Point of Contact regarding this bid is Servando De La Garza, President (956)763-8484.

Another qualified contact is Penelope M. Oaks, Vice President (956)285-9608.

References

Name: Jim Bars (City Of Uvalde)
Address: 3774 FM 481 Uvalde, TX 78801
Phone Number: (830)278-6046

Name: Maggie Mainhart (Webb County Road and Bridge Department)
Address: 7210 East Saunders Laredo, TX 78041
Phone Number: (956)523-5300 Ext. 5323

Name: Aurelio Wehle (Napa, US Border Patrol)
Address: 2401 Dodson Del Rio, TX 78840
Phone Number: (830)778-7934

Texas Land Reclamation LLC, DBA UTW Tire Collection Services is available to commence services immediately after successful award of the contract.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

USED TIRE DISPOSAL SERVICES CONTRACT
SOLID WASTE SERVICES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two year service contract for used tire disposal services for the Solid Waste Services Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 PM on February 12, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Used Tire Disposal Services – Solid Waste Services Department
FY15-019

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary	**City of Laredo – City Secretary**
C/O Gustavo Guevara Jr.	**C/O Gustavo Guevara Jr.**
City Hall – Third Floor	**City Hall – Third Floor**
PO Box 579	**1110 Houston**
Laredo, Texas 78042-0579	**Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a two year service contract for used tire disposal services for the Solid Waste Services Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 12, 2015** and all bids received will be **opened** and read publicly on **February 13, 2015 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Used Tire Disposal Services – Solid Waste Services Department
FY15-019

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 22nd DAY OF JANUARY 2015.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Vendor shall maintain insurance coverage equal to that required of the Vendor. It is the responsibility of the Vendor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Vendor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.
Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Vendor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) The insurance must be valid for a minimum of six months upon award of the contract date. If the insurance expires during the contract period, the vendor has five working days to submit an updated insurance certificate. If the vendor does not submit the required insurance documentation within the five working day period, the vendor shall be considered in breach of contract. The City of Laredo reserves the right to cancel the contract and a new contract vendor will be selected on the basis of competitive **bids.**

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Used Tire Disposal Services Contract
Solid Waste Services Department

14.0 Scope of Work

The City of Laredo is requesting bids from authorized tire transporters in furnishing of trailers and disposal of used tires collected by the City of Laredo Landfill. Bidders are required, prior to submitting any bid, to read the specifications carefully and inspect the site to become familiar with the job requirements. Bidders are also required to examine the local conditions, investigate the difficulties to be encountered, determine the accessibility of the work, and all attending circumstances affecting the cost of doing work in the time required for its completion.

14.1 All questions for this bid shall be submitted in writing or by email no later than, January 30, 2015 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested work. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Bidders are encouraged to visit the job site and inspect the area. For appointment or questions regarding these specifications please contact:

Mr. Ernesto Elizondo @ (956) 326-1102 or e-mail eelizondo@ci.laredo.tx.us
Location: 6912 Hwy. 359 P.O. Box 1965, Laredo, Texas 78041.

16.0 Permits/Licenses

Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

17.0 Contract Services

The successful contractor shall be required to furnish (20) yard dump trucks and dispose the passenger and truck tires and any oversize off-road tire stockpiled at the City of Laredo Landfill.

18.0 Collection

The contractor shall furnish (20) yard dump trucks to be used by the City of Laredo for the collection of used tires at the landfill.

18.1 Tire Collection Events

For special "Tire Collection Events", an enclosed 40' trailer or 20-ton dump truck could be requested at no additional cost.

18.2 Optional
The City of Laredo Solid Waste Services Department will transport with City equipment passenger and truck tires and over-size tires, to any location within 20 miles of the City Laredo city limits for tire disposal. The disposal are must hold a valid TCEQ permit as required. The City of Laredo reserves the right to use this optional pricing when necessary to do so.

18.3 Transportation
The contractor shall each container loaded with tires within 24 hours of the City's request to do so. The contractor shall furnish an empty (20) yard dump truck within 24 hours upon request.

The contractor shall be responsible for the proper transportation of the used tires. The contractor shall also be responsible for the proper maintenance of their licensed transportation and transferring systems. The contractor shall be registered with the Texas Commission on Environmental Quality (TCEQ) as a registered transporter.

18.4 Storage
The contractor shall be responsible for the proper and safe storage of the used tires removed from the landfill. The contractor's designated storage facility shall be registered with TCEQ.

18.5 Disposal/Recycling
The contractor shall be responsible for the disposal and/or recycling of the used tires. The contractor's disposal/recycling methods shall be registered with the TCEQ.

18.6 Documentation
The contractor shall provide proper documentation/manifest to the City of Laredo, Department of Solid Waste for each loaded trailer or dump truck removed from the landfill. Documentation/manifest shall provide, but not limited to, the following information:

18.6.1 Name, physical address of transporter, TCEQ transporter registration number, name and physical address of generator, name and physical address of storage/disposal facility, date, amount(s) and types of tires removed from the landfill, and transporter, and generator signatures.

18.7 Required Documentation

18.7.1 Firm name, address, telephone number, and point of contact regarding this bid.

18.7.2 Qualifications and recent experience of the firm and key personnel.

18.7.3 List of the 3 references including name, address, and telephone number.

18.7.4 Availability to commence services immediately after successful award of the contract.

18.8 Shredded Tires
The City of Laredo shall accept shredded tires at no charge.

19.0 Vendor Registration Information

19.1 TCEQ Used Tire Transporter Registration Number: 6200716

19.2 TCEQ Used Tire Storage Registration Number: 6027055

19.3 TCEQ Used Tire Recycling/Disposal Registration Number: 6027055

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

21.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

21.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

22.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional two (2) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

22.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

22.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

23.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A- Company Information Questionnaire
Tab B- Signed Price Schedule
Tab C- Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract Agreement

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Texas Land Reclamation LLC, DBA UTW Tire Collection Services

Signature of person authorized to sign bid _____ Date 2-11-15

Print Name of person authorized to sign bid Penelope Marie Daks De La Garza

Title: Owner

Business Address: P.O. Box 450692

City, State, Zip Code: Laredo, TX 78045

Telephone Number: (956) 723-8484 Fax Number: (956) 723-9918

Contact Person Email Address: UTWTire@gmail.com

Federal Tax ID Number: 26-4146070

Bidders Principal/Corporate Place of Business Address: P.O. Box 450692 / 401 Thiesel Rd Laredo, Texas 78045

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: ✓

If other state business status: Limited Liability Company

State how long under its present business name: 6 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify N/A

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

24.0 Tab B Price Schedule

24.1 Pricing for Pickup

Description	Est. Quantities	Price/ton	Ext. Total
To Furnish 20 yard dump trucks and Dispose of the passenger and truck used tires currently stockpiled at the City of Laredo Landfill. Two year period.	1800 Tons	$ 48.00	$ 86,400.00

Optional Pricing

Description	Price/Ton
City of Laredo Solid Waste Services Department delivers used tires to the vendor's location within 20 miles of the City of Laredo city limit with City's own equipment.	$ 30.00

24.2 Provide listing of contracts secured during the last five years other than those secured from the City of Laredo.

County of Hidalgo - City of Uvalde
City of Edinburg
County of Cameron

Company Name: Texas Land Reclamation LLC DBA UTW Tire Collection Services

Owner/President Name: Servando De La Garza

Company Address: P.O. Box 450692

City, State, Zip Code: Laredo, Texas 78045

Company Authorized Representative's Signature:

Company Representative's Name: Penelope M. Cooks De La Garza

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee** Member,
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Penelope M Oaks / De la Garza Texas Land Reclamation LLC DBA UTW Tire Collection Services
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 12th day of FEBRUARY 20 15.

Maria G. Garcia
Notary Public

My commission expires:
06/17/2017

MARIA G. GARCIA
MY COMMISSION EXPIRES
June 17, 2017

CITY OF LAREDO
PURCHASING DIVISION

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Penelope M. Dalks — Name | Signature | 2-11-15 — Date

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.

OFFICE USE ONLY
Date Received

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.**

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ✓ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Penelope M.I. M. Last: Daks / De La Garza Suffix: Mrs.

***2. Contract Information.**

a) Contract or project name: Used Tire Disposal Services, Solid Waste Services Department FY15-019

b) Originating department: City of Laredo Landfill / Solid Waste Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Texas Land Reclamation LLC
DBA UTW Tire Collection Services
Servando De La Garza - Owner

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☑ List of subcontractors: UTW Transportation LLC

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:** N/A

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☑ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Penelope M. Oaks De la Garza **Title:** Owner

Company Name or DBA: Texas Land Reclamation LLC DBA UWTire Collection Services **Date:** 8-11-15

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 **Tab F**

ANNUAL SERVICE CONTRACT
USED TIRE DISPOSAL SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Texas Land Reclamation LLC DBA UTW Tire (Company name), of the City of Laredo, County of Webb, State of Texas Tire Collection Services, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Used Tire Disposal Services" -FY15-019. The contractor shall provide used tire disposal services for the Solid Waste Services Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY15-019 (Attachment A) and the bid submitted by Texas Land Reclamation LLC DBA UTW Tire Collection Services (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

INSURANCE

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Carlos R. Villarreal
1110 Houston Street
Laredo, TX 78040

Company Name: Texas Land Reclamation LLC DBA UTW Tire collection services
Owner Name: Penelope M. Oaks De La Garza
Address: PO Box 450692
City, State, Zip Code: Laredo, TX 78045

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

29.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 12, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 13, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Used Tire Disposal Services – Fleet Department
FY15-019

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 16, 2011

Mr. Servando De La Garza
UTW Tire Collection Services
P.O. Box 450696
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
UTW Tire Collection Services, 3005 N. Val Verde Road, Donna, Hidalgo County, Texas
TCEQ Tire Registration ID Number 6200742

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your Scrap Tire **Facility and Generator Registration Application**. The application was determined to be complete and has been approved for registration. Your Registration Identification Number is **6200742**, which should be used on all correspondence and documentation related to this registration. This registration allows you to **process** used or scrap tires or tire pieces as specified in your application and also identifies you as a **generator**. This registration allows you to store a maximum of 500 used or scrap tires (or the equivalent in tire pieces) on the ground or 2,000 used or scrap tires (or the equivalent in tire pieces) in totally enclosed lockable containers. This registration is issued for an indefinite period and will remain valid as long as you file an annual report as applicable and adhere to the rules for scrap tire management.

Please be aware that the manner in which used or scrap tires and tire pieces are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding registration requirements, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,

Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: The Honorable Ramon Garcia, Hidalgo County Judge, P.O. Box 1356, Edinburg, TX 78540
Jaime A. Garza, Air/Waste/Water Section Manager, TCEQ, Midland Region Office

REPLY TO: REGION 4-DALLAS/FORT WORTH • 2309 GRAVEL DR. • FORT WORTH, TEXAS 76118-6951 • 817-588-5800 • FAX 817-588-5700

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

April 28, 2011

Mr. Servando De La Garza
UTW Transportation LLC
P.O. Box 450496
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
UTW Transportation LLC, 3005 N. Valverde Road, Donna, Hidalgo County, Texas
TCEQ Tire Registration ID Number 6200716

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Tire Transporter Registration Application.** The application has been determined to be complete and approved for registration. Your Registration Identification Number is **6200716,** which should be used on all correspondence and documentation related to this registration. This registration authorizes you to **transport** used or scrap tires or tire pieces in the State of Texas. The registration will not expire and will remain valid as long as you file an annual report and adhere to the rules for scrap tire management.

Please be aware that the manner in which used or scrap tires are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration

If you have questions regarding this registration or are unable to access our public web site, please feel free to contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,

Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: David Ramirez, Region Director, Harlingen Region Office

October 22, 2009

Mr. Servando De La Garza
UTW Tire Collection Services
P.O. Box 450692
Laredo, TX 78045

Re: Scrap Tire Management LRPUT Notification Amendment for:
UTW Tire Collection Services, 401 Thiesel Road, Laredo, Webb County, Texas
TCEQ LRPUT Registration ID Number 6200005
TCEQ Scrap Tire Facility Registration ID Number 6027055

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) DFW Region Office acknowledges receipt and has completed review of documents submitted to amend the your Land Reclamation Project Using Tires (LRPUT) authorization, TCEQ ID Number 6200005. Based on a review of documentation, you are requesting authorization to expand the size of the subject LRPUT fill area to an additional 18 acres or 784,080 sq. ft., at approximately 20 feet in depth. The application and supporting documentation has been reviewed and determined to meet all applicable requirements pursuant to the Rules for the Management of Used or Scrap Tires, 30 Texas Administrative Code 328, Subchapter F. Your amendment request is approved and you are authorized to proceed with the expansion of your LRPUT as indicated in documentation submitted for review.

U.T. W. Tire Collection Services, is authorized to fill, rehabilitate, improve and/or restore already excavated, deteriorated or disturbed land, which uses not more than 50% by volume of tire pieces along with inert fill materials, for the purpose of restoring the land to its approximate natural grade and to prepare to reclaim the land for re-use as specified in the application. Following completion of all fill activities for the LRPUT, the facility shall submit to the executive director a documented certification, signed and sealed by a registered professional engineer, verifying that the project has been completed in accordance with 30 TEXAS ADMINISTRATIVE CODE §328.66.

If the operating conditions of your site change, please contact the DFW Region Office for additional guidance. A copy of the rules for the management of used or scrap tires can be obtained through the TCEQ public web site located at www.tceq.state.tx.us.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 27, 2009

Mr. Servando De La Garza
U.T.W. Tire Collection Services
P.O. Box 450692
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
U.T.W. Tire Collection Services, 401 Thiesel Road, Laredo, Webb County, Texas
TCEQ Tire Registration ID Number 6027055

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Scrap Tire Facility Registration Application.** The application was determined to be complete and has been approved for registration. Your Registration Identification Number is **6027055**, which should be used on all correspondence and documentation related to this registration. This registration allows you to **transport and process** used or scrap tires as specified in your application. Additionally, the facility is authorized to store a 30-calendar day supply of **5,000 scrap tires** on-site in enclosed, lockable trailers and/or containers until they are processed and used as fill material in your authorized Land Reclamation Project as specified in your application. This registration is issued for an indefinite period and will remain valid as long as you file an annual report and adhere to the rules for scrap tire management.

The TCEQ is incorporating a numbering system that assigns one number for all tire registrations listed at a facility. It is important to note that Transporter Registration Number 27055 has been inactivated and replaced with **Registration** ID Number **6027055**. Please begin using this new registration immediately.

Please be aware that the manner in which used or scrap tires are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering, you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding this registration, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,

Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/eah

cc: Rose Luna-Pirtle, Air/Water/Waste Section Manager, Laredo Region Office

Dallas/Fort Worth Region 4-Land/Water/Waste • 2309 Gravel Drive • Fort Worth, Texas 76118-6951 • 817-588-5900 • Fax 817-588-5700

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

July 28, 2000

Mr. Servando De La Garza, President
UTW Tire Collection Services
1714 Farragut Street
Laredo, TX 78046

Re: Land Reclamation Project Using Tires (LRPUT), Notification Review for UTW Tire Company, 1714 Farragut Street, Laredo (Webb County), Texas
Site Number 6200005

Dear Mr. De La Garza:

The Texas Natural Resource Conservation Commission (TNRCC) Houston Regional Office received the above-named notification and has reviewed the notice to ensure that it is complete. The TNRCC determined the notification is complete, so you may now begin the reclamation project. The project is assigned the following site-specific tracking number: 6200005.

Your notification, and the TRNCC's approval of the notification by this letter, covers only the specific reclamation project described in the notification. Your project must comply both with the notification and with all applicable statutes and rules. If the project does not comply then you may be subject to enforcement proceedings.

Following completion of the project, you must submit a certification signed and sealed by a registered Professional Engineer verifying that the project has been completed in accordance with 30 Texas Administrative Code § 328.66. The certification should be submitted to the appropriate Reviewing Regional Office. Copies of the certification should be submitted to the Registration and Reporting Section of the Registration and Evaluation Division (MC129) Central Office, and to your local regional office.

If you have questions feel free to contact me at (512) 239-1045.

Sincerely,

Adele Noel
Waste Program Specialist
Data Management & Analysis Team 2
Registration & Reporting Section

AN/mb

cc: Mr. Gerardo J. Pinzon, Regional Director, TNRCC Laredo Regional Office
Ms. Marshal Hill, Manager, Waste Section, TNRCC Houston Regional Office
Mr. Rama Yadav, Waste Section, TNRCC Houston Regional Office

August 23, 1999

Mr. Servando De La Garza II
UTW Tire Collection Services
1714 Farragut Street
Laredo, TX 78041

Re: UTW Tire Collection Services - Webb County
Registration No. 27055 - Registration Issuance for Processing

Dear Mr. De La Garza:

We have received your application dated August 12, 1999, with attachments for the above-referenced registration. This will also confirm our telephone conversation on August 18, 1999, regarding this matter. You will note that we have assigned this registration the same number as your transporter registration, No. 27055, and we would appreciate your using this number on all future documents and correspondence in connection with this operation.

We have completed our review of your application and have determined that it generally meets the requirements of 30 Texas Administrative Code (TAC) §§ 330.805 and 330.813, *Management of Used or Scrap Tires*. It is approved, and your registration is issued effective as of the date of this letter for a period of 60 months. This registration authorizes processing of scrap tires (chopping or shredding for landfill disposal) and the temporary and short-term storage of no more than 500 whole passenger size and truck tires (or weight equivalent) on a site approximately 1.2 acres in size. One tire unit (passenger tire equivalent) is accepted as weighing 20 pounds, as stated in 30 TAC § 330.821(d)(1). We understand that when stored, some whole tires will be stacked on the ground at the site, and reusable tires (no more than 2,000) will be accumulated in a trailer and hauled off site. We further understand that you may expand your operation at some point in the future to recycle tires for the manufacture of various products such as loading dock bumpers. If and when the operating conditions of your site change appreciably, i.e., an increase in the recycling activity or an increase in the number of whole tires stored on site, please contact us for guidance on amending your registration.

The conditions for the issuance of this registration are that all operations be conducted in accordance with the application and in compliance with all applicable Commission rules.

PROGRESSIVE

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy Number: 975166875-4
Underwritten by:
Progressive County Mutual Ins Co
October 13, 2014
Page 1 of 1

Certificate of Insurance

Certificate holder	Insured	Agent
Loss Payee/Additional Insured	UTW TRANSPORTATION LLC	PRICE COMMERCIAL
SANTEX BX ALFASI	PO BOX 450496	PO BOX 94739
PO BOX 25934	LAREDO, TX 78045	CLEVELAND, OH 44101
OVERLAND PARK, KS 66275		

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 24, 2014 Policy Expiration Date: Jun 24, 2015

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit
Uninsured Motorist Property Damage	$300,000 Combined Single Limit w/$250 Ded

Description of Locations/Vehicles/Special Items

Scheduled autos only

2017 INTL PRO 1HSDJSJRXCH587718

Personal Injury Protection	$25,000
Comprehensive	$1,000 Ded
Collision	$1,000 Ded

Certificate number

28614A02675

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2014

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: 956-689-2113 956-689-5339
Gary Scott Gilbert dba Gilbert Insurance Agency
P.O. Box 775

Raymondville, Tx 78580
PHONE: 956-723-8484
Texas Land Reclamation LLC dba U1W Tire Collection Service
P.O. Box 450692
Laredo, Tx 78045-0016

CONTACT: Gary Scott Gilbert
PHONE: 956-689-2113 FAX: 956-689-5339
E-MAIL: sgilbert@allfirms.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D: Texas Mutual Insurance Company	22945
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
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
							PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS						BODILY INJURY (Per accident) $
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE $
	EXCESS LIAB						AGGREGATE $
	DED RETENTION $						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N/A ✓	SBP-0001266490	03/18/2014	03/18/2015	E.L. EACH ACCIDENT $ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Texas Land Reclamation LLC dba U1W Tire Collection Service
P.O. Box 450687
Laredo, Tx. 78045-0016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Scott Gilbert

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
/16/2014

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: Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirk.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Nautilus Brokerage Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED:
Texas Land Reclamation, LLC
DBA UTW Tire Collection Services
P.O. Box 450692
Laredo TX 78045-0015

COVERAGES **CERTIFICATE NUMBER: 20909025** **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 / WVD SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY		BNX60207	7/16/2014	7/16/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR					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
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER					Deductible (BI/PD)	$ 1,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					BODILY INJURY (Per person)	$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
							$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE	$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE	$
	DED	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N / N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

The GCL policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The GCL policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The GCL policy contains a special endorsement with "Primary and Noncontributory" wording

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept.
2612 S. I Wy Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
TEXAS FARM BUREAU UNDERWRITERS
TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

TEXAS FARM BUREAU INSURANCE

CERTIFICATE OF INSURANCE

FOR INFORMATION AND CERTIFICATE ONLY

[ ] ORIGINAL
[ ] CORRECTED
[ ] REVISED
[ ] RENEWAL

9-22-2014

CERTIFICATE HOLDER NAME AND MAILING ADDRESS

HIDALGO COUNTY
2812 SOUTH HIGHWAY BUSINESS 281
EDINBURG, TX 78539

POLICY NUMBER 00001 9-11-2014 TO 3-1-2015

This is to certify that the policy (including endorsements) of insurance, as described below, has been issued by the undersigned, to the insured named below, and is in force at this time. If cancelled at the expiration of other party, or changed in any manner for any reason during the period of coverage, as stated herein, so as to affect this Certificate, 10 days prior written notice will be given by this Insurance Company to the Certificate Holder named above.

The Farm Bureau County Mutual Insurance Company of Texas hereby certifies that the following described policy has been issued and is in force and effect.

INSURED NAME AND MAILING ADDRESS
TEXAS LAND RECLAMATION LLC
DBA UTW
PO BOX 450982
LAREDO, TX 78045-0016

DESCRIPTION OF RISK
2008 TOYO UTDL 5TDZY68A18S005183
2013 CHEV PICKP 3GCUKSE20DG144595
2013 DODG PICKP 3C6UR4AL0DG580594

PUBLIC LIABILITY ..... BODILY INJURY/PROPERTY DAMAGE

- [ ] Commercial General Liability — $ — EACH OCCURRENCE
- [ ] Premises and Operations — $ — AGGREGATE
- [ ] Contractors Protective
- [ ] Products – Completed Operations
- [ ] Contractual – Designated Contracts Only
- [ ] Excludes Explosion, Collapse and Underground Property Damage Hazard

AUTOMOBILE LIABILITY ..... BODILY INJURY/PROPERTY DAMAGE

- [ ] Fleet — $1,000,000 — EACH PERSON
- [X] Specific Automobiles Only — $1,000,000 — EACH ACCIDENT
- [ ] Non-Ownership and Hired Automobiles — $1,000,000 — EACH ACCIDENT

FARM LIABILITY ..... $ EACH OCCURRENCE / $ AGGREGATE

PERSONAL LIABILITY

- [ ] Homeowners ..... $ EACH OCCURRENCE
- [ ] Farm and Ranch Owners ..... $ EACH OCCURRENCE

UMBRELLA LIABILITY ..... $ EACH OCCURRENCE / $ AGGREGATE

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage provided by the policy. This Certificate is executed and issued in duplicate by the above-named Company.

CDI-Ugcy 745-31094 CCI-07 1A 1 DIH JAM 47

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Heberto Ramirez, IT Department Director; Miguel A. Pescador Purchasing Agent

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SUBJECT

Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts to purchase computers, computer hardware, computer software, telecommunications and other goods and services offered through DIR Cooperative Purchase contracts. The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved State contracts. Funding for Cooperative Purchase contracts and services are available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

The City of Laredo is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program and has authorized the purchase of computer and computer equipment through DIR Cooperative Purchase contract.

BACKGROUND

The State of Texas, Department of Information Resources (DIR) Cooperative Purchasing Program allows municipalities to take advantage of the contract pricing for personal computer hardware and software. Contract pricing is available from major manufacturers of personal computers such as Dell, Apple, and Toshiba. The City shall purchase such items based on budget availability.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding for cooperative purchase contracts and services is available in the respective department budgets.

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

DIR Contract

DIR-CTS-CSA-D60-103

Agency # D60

Department of Information Resources
Communications Technology Services Division
Service Agreement

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any

claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at http://www.dir.texas.gov/cts/Pages/cts.aspx . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

DIR-CTS-CSA-060-103

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: City of Laredo

BY: _____

NAME: Carlos R. Villarreal

TITLE: City Manager

DATE: 10/22/13

DEPARTMENT OF INFORMATION RESOURCES

BY: _____

NAME: John Hoffman

TITLE: Director, Communications Technology Services

DATE: 12/4/13

Office of General Counsel _____ 12-3-13

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew the existing annual contract FY13-026 to Austin Wood Recycling, Cedar Park, Texas in an amount up to $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. All services will be secured on an as needed basis. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Solid Waste Services Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded one (1) year contract FY13-026 to Austin Wood Recycling on 3/17/14.

BACKGROUND

Staff is recommending that this contract be extended for one (1) additional year. Approximately 100,000 cubic yards of material will be available for disposal. There will be no price increase during this extension period. All services will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for two, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

<u>Current Contract Pricing</u>

Austin Wood Recycling	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1”x6”)	80,000 cyd.	$ 0.99/cyd	$ 79,200.00
Option 2 Double Pass Grinding (<1”x6”)	20,000 cyd.	$ 1.35/cyd	$ 27,000.00
			$ 106,200.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55625605333940

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY13-026

#2.

Bidder Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Austin Wood Recycling / Austin Land Service

Signature of person authorized to sign bid: _____ Date 2/25/13

Print Name of person authorized to sign bid: Jerome Alder

Title: President

Business Address: 3875 E. Whitestone Blvd.

City, State, Zip Code: Cedar Park, TX 78613

Telephone Number: (512) 259-7430 Fax Number: (512) 259-6482

Contact Person Email Address: info@austinwoodrecycling.com

Federal Tax ID Number: 74-2521609

Bidders Principal/Corporate Place of Business Address: 3875 E. Whitestone Blvd. Cedar Park, TX 78613

Indicated Status of Business:

Corporation ✓ Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 25

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify ____		
This company is not a certified minority business:	☑				

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CONFLICT OF INTEREST 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.**

Jerome Alder - President

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 — None / N/A

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity — Date: 2/25/13

33.0 Bid Price Schedule

Option#1 Single Pass Grinding (1" x 6")
(For bidding purpose grinding services will be based on 80,000 CYD) $ .99 per Cubic Yard

Option#2 Double Pass Grinding (<1" x 6")
(For bidding purpose grinding services will be based on 20,000 CYD) $ 1.35 per Cubic Yard

AUSTIN WOOD RECYCLING
AUSTIN LAND SERVICE
GREEN BUILDER PROGRAM
3875 E. WHITESTONE CEDAR PARK, TX. 78613 PH: 512-259-7430 FAX: 512-259-6482

EXPERIENCE

Years in business: 28
Date of Incorporation: 12/21/1988 (Parent Company: S & M Businesses, Inc.)
State of Incorporation: Texas
Employee Base: 85 to 115 (depending on time of year)
Key Personnel: Michael W. Martin – Chief Financial Officer
Jerome S. Alder – President

- Performed Tub Grinding Services for (18) years
- Performed Tractor Mowing Services for (25) years
- Performed Land Clearing Services for (25) years
- Performed mass bulk hauling services for (18) years

We have been in the recycling of organic materials business for (18) years.

CONTRACT GRINDING SERVICES

GRINDING REFERENCES –

City of Midland: Contact: Jill Reed P.O. Box 1152 Midland, TX 79702 (432) 685-7278
Annual Grinding Volume: 80,000 cubic yards

City of Donna / Republic Svcs.: Contact: Jimmy Rivera P. O. Box 668 Donna, TX 78537 (956) 423-7316
Annual Grinding Volume: 100,000 cubic yards

City of Georgetown: Contact: Rachel Osgood P. O. Box 409 Georgetown, TX 78627 (512) 930-8131
Annual Grinding Volume: 50,000 – 60,000 cubic yards

City of Waco: Contact: Dwight Rydl P.O. Box 2570 Waco, TX 76702 (254) 495-6468
Annual Grinding Volume: 30,000 cubic yards

City of San Antonio: Contact: Jackie Carr 4410 W. Piedras Drive San Antonio, TX 78228 (210) 260-6398
Annual Grinding Volume: 50,000 cubic yards

City of Corpus Christi / Contact: Bob Bradley (361) 876-6001
Republic Svcs.
Annual Grinding Volume: 200,000 cubic yards

EQUIPMENT REFERENCES –

- Diamond Z Horizontal Grinder, Series 7000
- John Deere Excavator, Model 240DLC
- CAT Track Loader, Model 963C/973C
- International Fuel / Service Truck

Our email address: info@austinwoodrecycling.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2012

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
Guaranty Insurance Services, Inc.
3721 Executive Center Dr # 200
Austin TX 78731

CONTACT NAME: Lesa May, CIC
PHONE (A/C, No, Ext): (800) 331-8959 FAX (A/C, No): (866) 652-9367
E-MAIL ADDRESS: lmay@guarantyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire Lloyds	43559
INSURER B: ZNAT Insurance Company	30120
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
S&M Businesses, Inc. dba Austin Land Service;
Austin Wood Recycling
3875 E. Whitestone Blvd.
Cedar Park TX 78613

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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			85316042	3/20/2012	3/20/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			85316042	3/20/2012	3/20/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			85316042	3/20/2012	3/20/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
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		C071317401	3/20/2012	3/20/2013	X WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY
CALL FOR SPECIFIC CERTIFICATES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Devin Stewart/LMAY Randall R. Stewart

City of Laredo
Purchasing Division

Renewal Notice

February 4, 2015

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, Texas 78613

Re: Wood Grinding Services-Landfill
Contract Renewal FY13-026
Extension II

Dear Mr. Alder,

A contract for wood grinding services was awarded to your company 03/18/13. This contract provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

The contract pricing required by the City of Laredo include:

Description	Unit/Price
Option 1 Single Pass Grinding (1" x 6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1" x 6")	$ 1.35/cyd

Please indicate your desire to request a contract extension. Should you desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Austin Wood Recycling/Austin Land Services

Accept _____ Reject _____

Authorized Signature: _____

Print Name: _____

Date: _____

Enrique Aldape III

From: Ernesto Elizondo, Jr.
Sent: Thursday, February 05, 2015 1:10 PM
To: Enrique Aldape III
Cc: Stephen R. Geiss; Irene Martinez; Alejandro Benavides
Subject: RE: March 2015 Contracts

Enrique,

Yes, please renew the contract as soon as possible.

Thanks you,

Ernesto Elizondo Jr, CPM
Administrative Assistant II
Telephone 956-795-2510 Ext 1102
Direct Tel: 956-326-1102
Fax 956-796-1105
Solid Waste Services Department
eelizondo@ci.laredo.tx.us

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: March 2015 Contracts

Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	**Utilities**	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	**Utilities**	3/17/2014	3/1
Auto Batteries	14-043	**Fleet**	3/17/2014	3/1
Wood Grinding Services	13-026	**Landfill**	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division
Phone: 956-790-1814
Fax: 956-790-1805

City of Laredo
Purchasing Division
LETTER OF AWARD

March 18, 2014

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, TX 78613

Re: Wood Grinding Services
Contract FY13-026
Extension I
Approved by City Council on March 17, 2014

Dear Mr. Alder,

This is to inform you that contract FY13-026 Extension I was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year or twelve months. This is the first of four extension periods.

Awarded Services:

Description	Unit Price
Option 1 Single Pass Grinding (1"x6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1"x6")	$ 1.35/cyd

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please fax (956-790-1805) me a copy of the required certificates of insurance, as per contract requirements, to my attention. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

February 18, 2014

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, TX 78613

Re: Wood Grinding Services: FY13-026
Contract Renewal Extension I

Dear Mr. Alder,

A contract for providing wood grinding services was awarded to Austin Wood Recycling/Austin Land Service, on 3/18/13. This contract provided for the possible extension of this contract for one additional twelve month period with the same contract pricing.

The current contract pricing required by the City of Laredo includes:

Description	Unit Price
Option 1 Single Pass Grinding (1"x6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1"x6")	$ 1.35/cyd

Please indicate your desire to request a contract extension. Should you desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Austin Wood Recycling/Austin Land Service

Request a contract extension: yes Not request a contract extension: _____

Authorized Signature: _____

Print Name: Jerome Alder

Date: 2-19-14

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

Motions

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Stephen R. Geiss, Solid Waste Department Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew the existing annual contract FY13-026 to Austin Wood Recycling, Cedar Park, TX, in an amount up to $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. Funding is available in the Solid Waste Services Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded one year contract FY13-026 to Austin Wood Recycling on 3/18/13.

BACKGROUND

Staff is recommending that this contract be extended for one additional year. (1) SAME pricing
Approximately 100,000 cubic yards of material will be available for disposal. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing

Austin Wood Recycling	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1"x6")	80,000 cyd.	$ 0.99/cyd	$ 79,200.00
Option 2 Double Pass Grinding (<1"x6")	20,000 cyd.	$ 1.35/cyd	$ 27,000.00
			$ 106,200.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

	Fiscal Impact
Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55625605333940
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funding for this service is available in the Solid Waste Fund budget.

City of Laredo
Purchasing Division

February 18, 2014

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, TX 78613

Re: Wood Grinding Services: FY13-026
Contract Renewal Extension I

Dear Mr. Alder,

A contract for providing wood grinding services was awarded to Austin Wood Recycling/Austin Land Service, on 3/18/13. This contract provided for the possible extension of this contract for one additional twelve month period with the same contract pricing.

The current contract pricing required by the City of Laredo includes:

Description	Unit Price
Option 1 Single Pass Grinding (1"x6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1"x6")	$ 1.35/cyd

Please indicate your desire to request a contract extension. Should you desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Austin Wood Recycling/Austin Land Service

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo
Purchasing Division
LETTER OF AWARD

March 19, 2013

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, TX 78613

Re: Wood Grinding Services
Contract FY13-026
Approved by City Council on March 18, 2013

Dear Mr. Alder,

This is to inform you that contract FY13-026 was approved by City Council on March 18, 2013. The term of this contract shall be for a period of one year or twelve months with an option to renew for four (4) additional twelve month periods upon mutual agreement by both parties.

Awarded Services:

Description	Unit Price
Option 1 Single Pass Grinding (1"x6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1"x6")	$ 1.35/cyd

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. Please fax (956-790-1805) me a copy of the required certificates of insurance, as per contract requirements, to my attention. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1814.

Sincerely,

Enrique Aldape III

Enrique Aldape III
Administrative Assistant II

Xc: Purchasing File

Vendor 27352

COUNCIL COMMUNICATION

DATE: 03/18/13	SUBJECT: MOTIONS Consideration to award contract FY13-026 to the low bidder, Austin Wood Recycling, Cedar Park, TX, in the estimated annual amount of $106,200.00 for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be disposed on an annual basis. Funding is available in the Solid Waste Services Department Fund.
INITIATED BY: Jesus Olivares, Assistant City Manager	**STAFF SOURCE:** Stephen R. Geiss, Solid Waste Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: The City received three bids for awarding a contract for the grinding of wood waste material (brush, branches, pallets, etc.,) at the City Landfill. Approximately 100,000 cubic yards of material will be available for disposal. The term of this contract will be for a period of one year with an option to extend the contract for four additional one year periods. Staff has reviewed the bids and is recommending that a contract be awarded to the low bidder Austin Wood Recycling.

Bid Summary

Austin Wood Recycling	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1"x6")	80,000 cyd.	$ 0.99/cyd	$ 79,200.00
Option 2 Double Pass Grinding (<1"x6")	20,000 cyd.	$ 1.35/cyd	$ 27,000.00
			$ 106,200.00

Eggemeyer Land Clearing	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1"x6")	80,000 cyd.	$ 1.19/cyd	$ 95,200.00
Option 2 Double Pass Grinding (<1"x6")	20,000 cyd.	$ 1.24/cyd	$ 24,800.00
			$ 120,000.00

Young General Contracting, Inc.	Est. Qty	Unit Price	Est. Total
Option 1 Single Pass Grinding (1"x6")	80,000 cyd.	$ 2.25/cyd	$ 180,000.00
Option 2 Double Pass Grinding (<1"x6")	20,000 cyd.	$ 2.75/cyd	$ 55,000.00
			$ 235,000.00

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funding for this service is available in the Solid Waste Fund budget.

Solid Waste Fund- Contractual Services, Wood Waste Disposal
Account Number: 556-2560-533-3940

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** It is recommended that this contract be approved.

City of Laredo
Purchasing Division

Renewal Notice

February 4, 2015

Mr. Jerome Alder
Austin Wood Recycling/Austin Land Service
3875 E. Whitestone Blvd.
Cedar, Texas 78613

Re: Wood Grinding Services-Landfill
Contract Renewal FY13-026
Extension II

Dear Mr. Alder,

A contract for wood grinding services was awarded to your company 03/18/13. This contract provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of four extension periods.

The contract pricing required by the City of Laredo include:

Description	Unit/Price
Option 1 Single Pass Grinding (1" x 6")	$ 0.99/cyd
Option 2 Double Pass Grinding (<1" x 6")	$ 1.35/cyd

Please indicate your desire to request a contract extension. Should you desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Austin Wood Recycling/Austin Land Services

Accept ✓ Reject ____

Authorized Signature: ____

Print Name: Michael Yaw

Date: 02/05/2015

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriquez, P.E., Utilities Department Director, Rosario Cabello, Finance Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to renew annual supply contract FY14-013 to Quadex, North Little Rock, Arkansas in an amount up to $56,000.00 for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There will be no increase during this extension period. All material will be purchased on an as needed basis. Funding is available in the 2013 Sewer Revenue Bond. **(AS AMENDED)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 8/18/14.

BACKGROUND

Staff is recommending that this contract be renewed with Quadex, Arkansas for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. There will be no price increase during this extension period.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one (1), additional one (1) year period each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing:

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4288-538-0363
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-013

City of Laredo
Purchasing Division

Renewal Notice

February 10, 2015

Mr. James Dugger
Quadex
4801 Crystal Hill Road
North Little Rock, Arkansas 72118

Re: Cementitious Concrete: FY14-013
Contract Renewal Extension I

Dear Mr. Dugger,

A contract for the purchase of cementitious concrete for the City of Laredo Utilities Department was awarded to your company on 8/18/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the second of three extension periods.

Current Contract Pricing

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Quadex

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: James Dugger

Print Name: James Dugger

Date: 2-12-15

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

Enrique Aldape III

From: Tomas M. Rodriguez, Jr.
Sent: Monday, February 09, 2015 12:05 PM
To: Angel N. Leon
Cc: Enrique Aldape III
Subject: RE: Quadex Contract

Angel,
I approve the extension.

Tomas M. Rodriguez Jr., P.E.

Utilities Director
5816 Daugherty
Laredo, Texas 78041
Tel: 956-721-2000
Fax: 956-721-2001

From: Angel N. Leon
Sent: Monday, February 09, 2015 11:44 AM
To: Tomas M. Rodriguez, Jr.
Cc: Enrique Aldape III
Subject: Quadex Contract

Mr. Rodriguez:

With the last requisition to Quadex Inc. for Cementitious Concrete we have depleted the fund for the contract. This is the concrete we use for manhole rehabilitation.
I need your approval to renew this contract, this would be the second of three extension periods,

Thank you

Angel Leon
Wastewater Collection Superintendent
City of Laredo
956-721-2022

City of Laredo
Purchasing Division

LETTER OF AWARD

August 19, 2014

Mr. James Dugger
Quadex
4801 Crystal Hill Road
North Little Rock, Arkansas 72118

Re: FY14-013: Cementitious Concrete
Contract Renewal Ext. I
Approved by City Council August 18, 2014

Dear Mr. Dugger,

This is to inform you that the contract renewal for FY14-013 was approved by the City Council on August 18, 2014. The term of this contract shall be for a period of one year.

Contract Pricing:

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 08/18/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriquez, P.E., Utilities Department Director, Rosario Cabello, Finance Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to ratify and renew the award of annual contract FY14-013 by the City Manager to Quadex, North Little Rock, Arkansas in an amount up to $45,000.00 for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (2), additional one (1) years periods each upon mutual agreement of the parties. All material will be purchased on an as needed basis. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids for the purchase cementitious mortar concrete for the Utilities Department. Staff is recommending that this contract be ratified and renewed with the low bidder Quadex, Arkansas. There will be no price increase.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (2), additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

<u>Current Contract Pricing:</u>

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be ratified and renewed.

Fiscal Impact

Fiscal Year:	2014
Bugeted Y/N?:	Yes
Source of Funds:	2013 Sewer Revenue Bond
Account #:	559-4288-538-0363

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

All materials will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY14-013

City of Laredo
Purchasing Division

Renewal Notice

August 1, 2014

Mr. James Dugger
Quadex
4801 Crystal Hill Road
North Little Rock, Arkansas 72118

Re: Cementitious Concrete: FY14-013
Contract Renewal Extension I

Dear Mr. Dugger,

A contract for the purchase of cementitious concrete for the City of Laredo Utilities Department was awarded to your company on 11/21/13. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Current Contract Pricing

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Quadex

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Sam Wisener

Date: 1-August-2014

City of Laredo
Purchasing Division

Renewal Notice

August 1, 2014

Mr. James Dugger
Quadex
4801 Crystal Hill Road
North Little Rock, Arkansas 72118

Re: Cementitious Concrete: FY14-013
Contract Renewal Extension I

Dear Mr. Dugger,

A contract for the purchase of cementitious concrete for the City of Laredo Utilities Department was awarded to your company on 11/21/13. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Current Contract Pricing

Description	Unit Cost/lb.
Cementitious Mortar Concrete	$ 0.260

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Quadex

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

RECEIVED
NOV 19 2013
City Manager's Office

City of Laredo
Purchasing Division
Memo

To: Carlos R. Villareal, City Manager

From: Francisco Meza, Purchasing Agent

Subject: Cementitious Concrete – Utilities Department
Bid FY14-013

Date: November 14, 2013

Your authorization is requested to award contract FY14-013 to the low bidder Quadex Inc., for an amount up to $ 39,000.00 for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. Formal bids were requested to secure the best pricing for this commodity. The Utilities and Purchasing Divisions both recommend this contract award.

Summary:

Vendor	Est. Qty	Unit Price	Fuel Surcharge	Est. Yearly Cost
Quadex, Inc.	150,000 (lb.)	$ 0.260	$ 0.00	$ 39,000.00
Standard Cement	150,000 (lb.)	$ 0.264	$ 3,036.20	$ 42,396.20

✓ Approved _____ Not Approved

Authorized Signature

Jesus Olivares, Assistant City Manager

✓ Approved _____ Not Approved

Authorized Signature

Carlos R. Villarreal, City Manager

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 790-1825 Fax (956) 790-1805 E-Mail: fmeza@ci.laredo.tx.us

Bid Tabulation
FY14-013 Cementitious Concrete-Utilities Dept.
October 25, 2013 @ 3:00 P.M.

Items	Description	Estimated Quantities	Quadex, Inc. N. Little Rock, AR 72118 Unit Price	Total	Standard Cement Houston, TX 77092 Unit Price	Total
1	Cementitious Mortar (lb)	150,000	$ 0.26	$ 39,000.00	$ 0.26	$ 39,360.00
2	Pallet Charge (if applicable)	1	$ -	$ -	$ -	$ -
3	Fuel Surcharge (if applicable)	1	$ -	$ -	$ 3,036.20	$ 3,036.20
				$ 39,000.00		$ 42,396.20

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: November 14, 2013

Re: Cemen titious Concrete Contract

_____ Ordinance #
_____ Resolution #
_____ Motion
__X __ Other

Please sign for **Purchasing Division**. A total of one (1) documents need your signature.

Pending signature:

___ Finance Department (if applicable) _____**(DATE)**
_____ Legal Department_____**(DATE)**
_x__ City Manager's Office _____**(DATE)**
__x__ City Manager's signature _ _____**(DATE)**
___ City Secretary's signature_ _____**(DATE)**

*Distribution:

Special Instructions:

Contact Info:
Please return signed document(s) to Francisco Meza. For any questions please contact Francisco Meza @ 790-1825 / 763-7023.
Thank you.

City of Laredo
Purchasing Division
Memo

To: Carlos R. Villareal, City Manager

From: Francisco Meza, Purchasing Agent

Subject: Cementitious Concrete – Utilities Department
Bid FY14-013

Date: November 14, 2013

Your authorization is requested to award contract FY14-013 to the low bidder Quadex Inc., for an amount up to $ 39,000.00 for the purchase of cementitious mortar concrete for the repair of sanitary sewer underground structures for the Utilities Department. Formal bids were requested to secure the best pricing for this commodity. The Utilities and Purchasing Divisions both recommend this contract award.

Summary:

Vendor	Est. Qty	Unit Price	Fuel Surcharge	Est. Yearly Cost
Quadex, Inc.	150,000 (lb.)	$ 0.260	$ 0.00	$ 39,000.00
Standard Cement	150,000 (lb.)	$ 0.264	$ 3,036.20	$ 42,396.20

_____ Approved _____ Not Approved _____
Authorized Signature

Jesus Olivares, Assistant City Manager

_____ Approved _____ Not Approved _____
Authorized Signature

Carlos R. Villarreal, City Manager

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 790-1825 Fax (956) 790-1805 E-Mail: fmeza@ci.laredo.tx.us

Bid Tabulation
FY14-013 Cementitious Concrete-Utilities Dept.
October 25, 2013 @ 3:00 P.M.

Items	Description	Estimated Quantities	Quadex, Inc. N. Little Rock, AR 72118 Unit Price	Total	Standard Cement Houston, TX 77092 Unit Price	Total
1	Cementitious Mortar (lb)	150,000	$ 0.26	$ 39,000.00	$ 0.26	$ 39,360.00
2	Pallet Charge (if applicable)	1	$ -	$ -	$ -	$ -
3	Fuel Surcharge (if applicable)	1	$ -	$ -	$ 3,036.20	$ 3,036.20
				$ 39,000.00		$ 42,396.20

QUADEX
SEWER RESTORATION PRODUCTS

#2

October 24, 2013

City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Bid: **Cementitious Concrete – Utilities Department FY14-013**
5:00pm on October 24, 2013

The following is a bid for the annual supply contract for the purchase of cementitious concrete to be used by the Utilities Department.

Price per bag of Quadex QM-1S $15.60 per bag.
Price per pound $.26.
Freight included

60lb bags.
56 bags per pallet.
784 bags, 14 pallets per truckload.

If I can be of further assistance, please feel free to contact me any time.

Best Regards,

James Dugger
Western Regional Sales Manager

Copy: Stewart Nance

4801 Crystal Hill Road ▪ North Little Rock, AR 72118 ▪ Phone: (888) 831-1650 ▪ Fax: (501) 758-3814 ▪ Web: quadexonline.com

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

CEMENTITIOUS CONCRETE
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of cementitious concrete to be used by the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 24, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 25, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Cementitious Concrete – Utilities Department
FY14-013

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 Section 4.03 Prohibited Contacts During Contract Solicitation Period

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released, if such contact could be construed as an attempt to influence a decision regarding said contract. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

16.3 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Utilities Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

17.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are 5 business days working days from date of order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday through Friday

17.1 Delivery of materials is to be made within 1 week (5 working days) from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials.

17.1.1 Cementitious mortar bag shall not be more than 75 pounds.

17.1.2 Each bag shall have the product information and day of manufacture.

18.0 Material Specification

Cementitious mortar will be applied with a low to medium velocity wetmix shotcrete equipment with a 1-1/2" nozzle at a maximum pressure of 360 psi, material to be supplied must be compatible with this equipment or by trowel.

18.1 Materials to be supplied shall conform to the following minimum standards:

Compressive Strength – 28 Days	ASTM C109	>9,000 psi
Bond Strength-28 Days	ASTM C882	>1,600 psi
Density		115 PCF minimum
Splitting Tensile-28 Days	ASTM C496	550 psi
Flexural Strength-28 Days	ASTM C293	1,400 psi
Shrinkage-28 Days	ASTM C596	0.0
Polypropylene Fiber		Concrete Reinforced Material

18.2 Preapproved manufacturers that may be incorporated in the Bid include the following:

18.2.1 A. W. Cook Cement Inc.
Cementec Silaltec MSM

18.2.2 Quadex, Inc.
QM-1s RESTORE

18.2.3 Standard Cement, Inc.
Reliner MSP

20.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

20.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

20.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

20.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

20.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

20.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

20.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

20.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

20.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

20.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

20.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

20.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

20.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

20.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

21.0 Price Escalation

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Documentation shall be submitted to the City of Laredo Purchasing Department. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to fmeza@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

21.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Quadex

Signature of person authorized to sign bid _____ Date 10-23-2013

Print Name of person authorized to sign bid James Dugger

Title: Western Regional Sales Manager

Business Address: 4801 Crystal Hill Road

City, State, Zip Code: North Little Rock, AR 72118

Telephone Number: 918-949-0861 Fax Number: 501-758-3814

Contact Person Email Address: jdugger@quadexonline.com

Federal Tax ID Number: 710517101

Bidders Principal/Corporate Place of Business Address: Thomas Neil Wisener

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: 22 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

26.0 Tab B Price Schedule

26.1 Cementitious Mortar

Item	Description	Estimated Quantity	Unit Price	Extended Price
1	Cementitious Mortar	150,000 lbs.	$ 0.26	$ 39,000.00
2	Pallet Charge (if applicable)		$	$
3	Fuel Surcharge (if applicable)		$	$
			Total Bid	$ 39,000.00

$15.60 per bag freight included

****** The bid price schedule must be fully completed to be considered**

Company Name: Quadex

Owner/President Name: Thomas Neil Wisener

Company Address: 4801 Crystal Hill Rd

City, State, Zip Code: North Little Rock, AR 72118

Company Authorized Representative's Signature:

Company Representative's Name: James Dugger

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Not Applicable

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

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 pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

QUADEX
SEWER RESTORATION PRODUCTS

October 24, 2013

City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Bid: **Cementitious Concrete – Utilities Department FY14-013**
5:00pm on October 24, 2013

The following is a bid for the annual supply contract for the purchase of cementitious concrete to be used by the Utilities Department.

Price per bag of Quadex QM-1S $15.60 per bag.
Price per pound $.26.
Freight included

60lb bags.
56 bags per pallet.
784 bags, 14 pallets per truckload.

If I can be of further assistance, please feel free to contact me any time.

Best Regards,

James Dugger
Western Regional Sales Manager

Copy: Stewart Nance

4801 Crystal Hill Road ▪ North Little Rock, AR 72118 ▪ Phone: (888) 831-1650 ▪ Fax: (501) 758-3814 ▪ Web: quadexonline.com

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

CEMENTITIOUS CONCRETE
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply contract for the purchase of cementitious concrete to be used by the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 24, 2013; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 25, 2013.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Cementitious Concrete – Utilities Department
FY14-013

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

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(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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20.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

20.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

20.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

20.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

20.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

20.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

20.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

20.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

20.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

20.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

20.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

20.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

21.0 Price Escalation

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Documentation shall be submitted to the City of Laredo Purchasing Department. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to fmeza@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

21.1 The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

25.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Quadex

Signature of person authorized to sign bid _____ Date 10-23-2013

Print Name of person authorized to sign bid James Dugger

Title: Western Regional Sales Manager

Business Address: 4801 Crystal Hill Road

City, State, Zip Code: North Little Rock, AR 72118

Telephone Number: 918-949-0861 Fax Number: 501-758-3814

Contact Person Email Address: jdugger@quadexonline.com

Federal Tax ID Number: 710517101

Bidders Principal/Corporate Place of Business Address: Thomas Neil Wisener

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

State how long under its present business name: 22 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

26.0 Tab B Price Schedule

26.1 Cementitious Mortar

Item	Description	Estimated Quantity	Unit Price	Extended Price
1	Cementitious Mortar	150,000 lbs.	$ 0.26	$ 39,000.00
2	Pallet Charge (if applicable)		$	$
3	Fuel Surcharge (if applicable)		$	$
			Total Bid	$ 39,000.00

$15.60 per bag freight included

****** The bid price schedule must be fully completed to be considered**

Company Name: Quadex

Owner/President Name: Thomas Neil Wisener

Company Address: 4801 Crystal Hill Rd

City, State, Zip Code: North Little Rock, AR 72118

Company Authorized Representative's Signature:

Company Representative's Name: James Dugger

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Not Applicable

CITY OF LAREDO
PURCHASING DIVISION

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

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 pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to award a contract to Santex Truck Centers, San Antonio, Texas in the total amount $320,284.00 for the purchase of one (1) truck/tractor and two (2) medium duty trucks for the Utilities Department utilizing the BuyBoard and H-GAC Cooperative Contract Pricing. Funding is available in the Utilities Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the BuyBoard and H-GAC Cooperative Purchasing Programs.

BACKGROUND

BuyBoard, H-GAC, State of Texas cooperative contract pricing was requested from manufacturers that maintain a local sales and services operation. Although Doggett Freightliner South Texas submitted a lower bid, the type of engine submitted did not meet the minimum required specifications. All these trucks are replacements. A recommendation is being presented to the City Council that a contract be awarded to the Santex Truck Center for the purchase of these trucks. Delivery is expected within 120 to 150 working days.

Summary:

Vendor	Item	Qty	Unit Price	Total Price
Santex Truck Center	2016 International 7600 Truck/Tractor	1	$ 118,306.00	$ 118,306.00
HGAC HT06-14	Extended 5 Year Warranty	1	$ 3,600.00	$ 3,600.00
	H-GAC Processing Fee	1		$ 600.00
Utilities Department	2016 International 4300 Crew Cab & Body	2	$ 94,189.00	$ 188,378.00
	Extended 5 Year Warranty	2	$ 4,200.00	$ 8,400.00
	H-GAC Processing Fee	1		$ 1,000.00
			Total	$ 320,284.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2015
Bugeted Y/N?:	Yes
Source of Funds:	Utilities Operations
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funding is available in the Utilities Department budget.

Account Numbers:

557-4130-535-9004	$ 189,378.00
557-4130-533-2035	$ 8,400.00
559-4210-535-9004	$ 118,906.00
559-4210-533-2035	$ 3,600.00

Attachments

Bid Tab HGAC
HGAC Contract HT06-14

Bid tabulation HGAC/BUYBOARD
Heavy Duty Trucks-Various Departments
February 13, 2015 @ 2:00 P.M.

Section	Equipment Type	Qty	Reliance Truck & Equipment San Antonio, Texas Unit Price	Reliance Ext Price	Doggett Freightliner South Texas Laredo, Texas Unit Price	Doggett Ext Price	Santex Truck Center San Antonio, Texas Unit Price	Santex Ext Price
I	**Truck/Tractor**	1	No Bid	No Bid	$ 109,731.00	$ 109,731.00	$ 118,306.00	$ 118,306.00
	Option 1: Extended Warranty-3 Years	1	No Bid	No Bid	$ 783.00	$ 783.00	$ 2,000.00	$ 2,000.00
	Option: 2 Extended Warranty 5 Years	1	No Bid	No Bid	$ 2,400.00	$ 2,400.00	$ 3,600.00	$ 3,600.00
	HGAC or BuyBoard FEE	1					$ 600.00	$ 600.00
	Equipment Make and Model				2016 Freightliner M2-112 Tractor		2016 International 7600 Tractor w/wet kit	
	HGAC or BuyBoard Contract Number				State Term Contract 072-A1		HGAC HT06-14	
	Delivery				90-180 Days		120-150 Days	

Section	Equipment Type	Qty	Reliance Truck & Equipment San Antonio, Texas Unit Price	Reliance Ext Price	Doggett Freightliner South Texas Laredo, Texas Unit Price	Doggett Ext Price	Santex Truck Center San Antonio, Texas Unit Price	Santex Ext Price
II	**Truck/Tractor (Cab & Chassis only)**	1	No Bid	No Bid	$ 96,825.00	$ 96,825.00	$ 97,308.00	$ 97,308.00
	Option 1: Extended Warranty-3 Years	1	No Bid	No Bid	$ 1,268.00	$ 1,268.00	$ 3,700.00	$ 3,700.00
	Option: 2 Extended Warranty 5 Years	1	No Bid	No Bid	$ 3,324.00	$ 3,324.00	$ 7,650.00	$ 7,650.00
	HGAC or BuyBoard FEE	1					$ 1,000.00	$ 1,000.00
	Equipment Make and Model				2016 Freightliner 108 Severe Duty		2016 International 7500 for Roll-Off	
	HGAC or BuyBoard Contract Number				State Term Contract 072-A1		HGAC HT06-14	
	Delivery				90-180 Days		120-150 Days	

Section	Equipment Type (Body)	Qty	Reliance Truck & Equipment San Antonio, Texas Unit Price	Reliance Ext Price	Doggett Freightliner South Texas Laredo, Texas Unit Price	Doggett Ext Price	Santex Truck Center San Antonio, Texas Unit Price	Santex Ext Price
III	**Truck/Tractor (Roll-Off Hoist)**	1	$ 41,750.00	$ 41,750.00	$ 46,871.00	$ 46,871.00	No Bid	No Bid
	Option 1: Extended Warranty-3 Years	1	$ 2,500.00	$ 2,500.00	$ 1,750.00	$ 1,750.00	No Bid	No Bid
	Option: 2 Extended Warranty 5 Years	1	$ 3,750.00	$ 3,750.00	$ 3,500.00	$ 3,500.00	No Bid	No Bid
	Equipment Make and Model		2015 American Roll-Off ARO-60-22-XS		2015-2016 Wastequip AH-OR 60-10			
	HGAC or BuyBoard Contract Number		BuyBoard 425-13		State Term Contract 072-A1			
	Delivery		60-90 Days		45 Days			

Section	Equipment Type (Chassis)	Qty	Reliance Truck & Equipment San Antonio, Texas Unit Price	Reliance Ext Price	Doggett Freightliner South Texas Laredo, Texas Unit Price	Doggett Ext Price	Santex Truck Center San Antonio, Texas Unit Price	Santex Ext Price
IV	**Medium Duty Truck**	2	No Bid	No Bid	$ 89,284.00	$ 178,568.00	$ 94,189.00	$ 188,378.00
	Option 1: Extended Warranty-3 Years	2	No Bid	No Bid	$ 425.00	$ 850.00	$ 1,800.00	$ 3,600.00
	Option: 2 Extended Warranty 5 Years	2	No Bid	No Bid	$ 1,354.00	$ 2,708.00	$ 4,200.00	$ 8,400.00
	HGAC or BuyBoard FEE	1					$ 1,000.00	$ 1,000.00
	Equipment Make and Model				2016 Freightliner M2-106		2016 International 4300 Crew Cab & Body	
	HGAC or BuyBoard Contract Number				State Term Contract 072-A1		HGAC HT06-14	
	Delivery				120-210 Days		120-150 Days	

24.0 Tab A

Vendor Information:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: Santex Truck Centers, Ltd.

Signature of person authorized to sign bid: G. Richard DeNolf Date: 2/10/15

Print Name of person authorized to sign bid: G. Richard (Rick) DeNolf

Title: Municipal / Account Manager - HGAC

Business Address: 1380 Ackerman Rd.

City, State, Zip Code: San Antonio, TX 78219

Telephone Number: 210-661-8371 Fax Number: 210-661-0226

Contact Person Email Address: rdenolf@santextrucks.com

Federal Tax ID Number: 74-2236507 1-4

Bidders Principal/Corporate Place of Business Address: 1380 Ackerman Rd, San Antonio, TX 78219

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: Limited Partnership

State how long under its present business name: 30+ Years

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

G. Richard DeWolf G. Richard DeWolf 8/10/15
Name Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

Heavy Duty Trucks-Various Departments

12.0 All questions in reference to this request must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered. The trucks and equipment must be new **2015** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

Deadline for submittal of questions: February 6, 2015

Address: City of Laredo Purchasing Department
5512 Thomas Avenue
Laredo, Texas 78041

Fleet Department point of contacts: Mr. Jack Dunn (956) 727-6455 or email jdunn@ci.laredo.tx.us
Mr. Ron Miller (956) 727-6450 or email rmiller@ci.laredo.tx.us

13.0 Contract Provisions

13.1 All equipment must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery. All necessary equipment for efficient operation shall be furnished whether or not it is specifically mentioned in this specification. The trucks and equipment will be either shipped on an appropriate lowboy tractor trailer or driven by a qualified driver from the manufacturer's facility to the purchasers designated destination at the manufacturer's expense.

13.2 Equipment is to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TxDOT).

13.3 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

13.4 TAX, TITLE, AND LICENSE: All equipment purchase prices shall exclude tax, title, and license fees.

14.0 WARRANTY

The vehicle must be covered by the manufacturer's standard new equipment warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer's instructions.

Warranty Center: Rotex Truck Center

Address: 11802 Sara Rd, Laredo, TX

Phone Number: 956-722-1501

Service Manager: Jorge Escobar

25.0 Tab B: Price Schedule

25.1 Section I: Truck/Tractor

Equipment Type	Qty.	Total Unit Price	Total
Purchase Price- Truck/Tractor as per Specifications- 16.0	1	$ 118,306.00	$ 118,306.00
Option 1 Extended Warranty: 3 Years	1	$ 2,000.00	$ 2,000.00
Option 2 Extended Warranty: 5 Years	1	$ 3,600.00	$ 3,600.00

Equipment Make and Model: International 7600 Tractor w/wet kit

Model Year: 2016

Estimated Time of Delivery: 120-150 Days

Type of Contract: HGAC-Municipal Purchase

Contract Number: HT06-14

List the Cooperative Purchasing Program and Contract Number: HGAC-HT06-14

Company Name: Santex Truck Centers, Ltd.

Owner/President Name: Wayne Kyrish

Company Address: 1380 Ackerman Rd.

City, State, Zip Code: San Antonio, Tx 78219

Company Authorized Representative's Signature: G. Richard DeNolf

Company Representative's Name: G. Richard DeNolf

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-14	Date Prepared:	2/11/2015

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

Buying Agency:	City of Laredo	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Jack Dunn	Prepared By:	Rick DeNolf
Phone:	956-727-6455	Phone:	(210) 477-2514 - (800) 373-8370
Fax:		Fax:	(210) 661-0226
Email:	jdunn@ci.laredo.tx.us	Email:	rdenolf@santextrucks.com

Product Code:	G20	Description:	2016 International 7600 6x4

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 81915

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1CAJ Frame Rails	665	13WLM Synthetic Transmission Fluid	405
4092 Dual Air Brake System for Tractor Application	346	14ULV 40k Hendrickson Air Suspension	693
4AAB Additional Rear Brake Chambers	220	15SIR 100 gal Fuel Tank	307
4EBS Air Dryer	450	15WCS Fuel Cooler	216
5710 Tilt / Telescoping Steering Column	463		
7BEP Horizontal & Vertical Exhaust System	553		
8RMA Radio	483		
8WVP Dual Air Horns	388		
10EPM Air Slide Blocked Fifth Wheel	3524		
12BCT 475 hp Navistar N13 Diesel Engine	3007		
4AUW Allison 4500 Series Automatic Transmission	23799	Subtotal From Additional Sheet(s):	
13WAW Transmission Oil Cooler	667	Subtotal B:	36184

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for	207		
Tractor Application Includes Allison Transmission		Subtotal From Additional Sheet(s):	
5 Year Extended Warranty		Subtotal C:	207

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	118306	=	Subtotal D:	118306

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:	G. Total Purchase Price (D+E+F):	118906

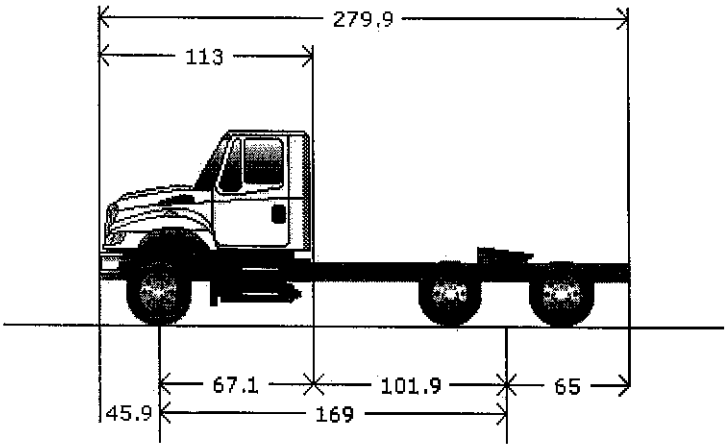
INTERNATIONAL®

February 12, 2015

Prepared For:
CITY OF LAREDO
Jack Dunn
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600
Reference ID: Tractor

Presented By:
SANTEX TRUCK CENTERS, LTD.
Rick DeNolf
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs. TERMS: Our standard municipal contract purchase terms are NET 30 days from the date of delivery of the chassis to the customer's designated body company of choice. This quote is good for 60 Days.



Model Profile
2016 7600 SBA 6X4 2010 (SF667)

MISSION:	Requested GCWR: 120000. Calc. GVWR: 52000
DIMENSION:	Wheelbase: 169.00, CA: 101.90, Axle to Frame: 65.00
ENGINE, DIESEL:	{Navistar N13} EPA 10, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle Gear Ratio: 4.33
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(8) 11R22.5 G572A LHD FUEL MAX (GOODYEAR) 492 rev/mile, load range G, 14 ply
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-402-60} 60" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard
PAINT:	Cab schematic 100GS Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
SF66700	Base Chassis, Model 7600 SBA 6X4 2010 with 169.00 Wheelbase, 101.90 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1616	FRAME RAILS WITH TAPERED REAR
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Steel, Swept Back
	Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WHN	WHEELBASE RANGE 152" (385cm) Through and Including 181" (460cm)
1WLS	DECK PLATE Aluminum; Non Bright Finish; (2) Section Flush Mounted
2AGE	AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted on Steering Column : HOSE TENDER Back of Cab Mounted : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "OFF" or "ON" Position) Instrument Panel Mounted : TRACTOR PROTECTION VALVE : TRAILER HOSES AND CABLES 12' Coiled Trailer Lighting Cable and with 7-Way Connector and with 12' Coiled Nylon Trailer Brake Hose
	Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 40,000-lb GAWR with Code 04092 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 Sqin Long Stroke Brake Chambers
	Notes

Code	Description
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
4AAB	BRAKE CHAMBERS, ADDITIONAL (2) {Haldex} Spring Brake Type; 30/30 SqIn
	Includes : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 Additional for Rear Rear Axle
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
	Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-lb. or Greater or GVWR of 54,000-lb. or Greater
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder
5710	STEERING COLUMN Tilting and Telescoping
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
	Includes : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels

Code	Description
	: JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8THB	BACK-UP ALARM Electric, 102 dBA
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module, "International" Termination and Less Junction Box
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WVP	HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
	Notes : This starter is designed to work reliably without the need for thermal overcrank protection and provides the same warranty coverage as starters with thermal overcrank protection.
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XBK	SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender
9585	FENDER EXTENSIONS Rubber
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBK	FRONT END Tilting, Fiberglass, With Three Piece Construction Includes Long Hood
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100

Code	Description
	Includes : PAINT SCHEMATIC ID LETTERS "GS"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10EPM	FIFTH WHEEL, AIR SLIDE {Fontaine BLHAWB-D375-1 / BLHAWB875024} 24" Slide, 8.75" Above Top of Frame, Left Hand Roadside Release; Includes Non-Tilt
10WCY	SAFETY TRIANGLES
10WPT	MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps
10WSX	MUD FLAPS, REAR Black Poly, With International Logo; Less Holders
10WTR	QUARTER FENDERS for Rear Wheels, Black Plastic; Frame Mounted.
11001	CLUTCH Omit Item (Clutch & Control)
12BCT	ENGINE, DIESEL {Navistar N13} EPA 10, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UBL	RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1593 Sqin, 1929 Sqin Dual CAC, 1548 Sqin 3 Core LTR
	Includes : DEAERATION SYSTEM with Clear Fill/Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12UNC	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; N13 Engines
12VBB	AIR CLEANER Dual Element
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Allison or CEEMAT Transmission
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

Code	Description
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14GVN	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle . Gear Ratio: 4.33 Includes : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14ULV	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-402-60} 60" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard Includes : CROSSMEMBER, SUSPENSION 3-Piece Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15SJR	FUEL TANK Top Draw; Non-Polished Aluminum, 26" Diam., 100 U.S. Gal., 378 L Capacity Mounted Left Side Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16030	CAB Conventional Includes : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGG	GAUGE, OIL TEMP, ENGINE
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

Code	Description
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SDN	MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Bright Finish Heads and Brackets
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16VBT	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator, Premium Floormat, and Sound Dampening Patches Notes : Feature included with CAB INTERIOR TRIM, Premium
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSK	CAB REAR SUSPENSION Air Bag Type
16ZGM	ACCESS, FRAME Non-Bright, Step Mounted Left Side, With One Flush Mounted Deck Plate and Grab Handle

Code	Description
27DPX	WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole 10-Stud (285.75MM BC) Hub Piloted Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs Includes : PAINT IDENTITY, FRONT WHEELS White Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
28DPM	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and With Steel Hubs Includes : PAINT IDENTITY, REAR WHEELS White Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
7372138118	(8) TIRE, REAR 11R22.5 G572A LHD FUEL MAX (GOODYEAR) 492 rev/mile, load range G, 14 ply
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
	Services Section:
40110	WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with Vehicles Built January 2, 2014 or Later, CTS-2003X
1	PTO and Pump w/50 gal Oil Tank & Hose for Dump Trailer Application

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Financial Summary
2016 7600 SBA 6X4 2010 (SF667)

February 12, 2015

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$201,448.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$201,448.00
HD Preparation & Delivery	$550.00	
Allison Transmission 5 Yr. Extended Warranty	$748.00	
Commercial Vehicle Inspection & Safety Equipment	$250.00	
Total Preparation And Delivery:		$1,548.00
Freight	$2,200.00	
Total Freight:		$2,200.00
Total Factory List Price Including Freight:		$205,196.00
Less Customer Allowance:		($91,437.00)
Total Vehicle Price:		$113,759.00
Total Body/Allied Equipment:		$4,547.00
Total Sale Price:		$118,306.00
Total Per Vehicle Sales Price:		$118,306.00
Net Sales Price:		$118,306.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

25.2 Section II: Truck/Tractor (Cab and Chassis only)

Equipment Type	Qty.	Total Unit Price	Total
Purchase Price- Truck/Tractor (Cab & Chassis only) as per Specifications- 17.0	1	$ 97,308.00	$ 97,308.00
Option 1 Extended Warranty: 3 Years/150k miles Engine	1	$ 3,700.00	$ 3,700.00
Option 2 Extended Warranty: 5 Years/250k miles Engine	1	$ 7,650.00	$ 7,650.00

Equipment Make and Model: International 7500 Chassis for Roll-Off

Model Year: 2016 Includes Allison Trans 5 Yr Ext. Warranty

Estimated Time of Delivery: 120-150 Days

Type of Contract: HGAC-Municipal Contract Number: HT06-14

List the Cooperative Purchasing Program and Contract Number: HGAC HT06-14

Company Name: Santex Truck Centers, Ltd.

Owner/President Name: Wayne Kyrish

Company Address: 1380 Ackerman Rd.

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: G. Richard DeNolf

Company Representative's Name: G. Richard DeNolf

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-14	Date Prepared:	2/11/2015

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

Buying Agency:	City of Laredo	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Jack Dunn	Prepared By:	Rick DeNolf
Phone:	956-727-6455	Phone:	(210) 477-2514 - (800) 373-8370
Fax:		Fax:	(210) 661-0226
Email:	jdunn@ci.laredo.tx.us	Email:	rdenolf@santextrucks.com

Product Code:	G18	Description:	2016 International 7500 6x4 Chassis for Roll-Off

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 69864

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1GBP Frame Reinforcement	1650	14ULS 46k Hendrickson Air Suspension	816
1WGY Wheelbase Range	1315	15DZW Dual 70 gal. Fuel Tanks	1084
2ARY 20k Front Axle	1355	16WCT Air Conditioner	823
3AGA 20k Front Suspension	438	27DRN .472" Thick Front Wheels	192
4EBS Air Dryer	450	28DRN .472" Thick Rear Wheels	622
7BEP Horizontal / Vertical Exhaust System	1250		
8RMA Radio	483		
8WVP Dual Air Horns	388		
13AVL Allison Automatic Transmission	9443		
13WAW Transmission Oil Cooler	667		
13WLP Synthetic Transmission Fluid	203	Subtotal From Additional Sheet(s):	
14HRM 46k Locking Rear Axle	6281	Subtotal B:	27440

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for	4		
Rear Load Refuse Packer Application Includes Allison		Subtotal From Additional Sheet(s):	
Transmission 5 Year Extended Warranty		Subtotal C:	4

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	97308	=	Subtotal D:	97308

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 97908

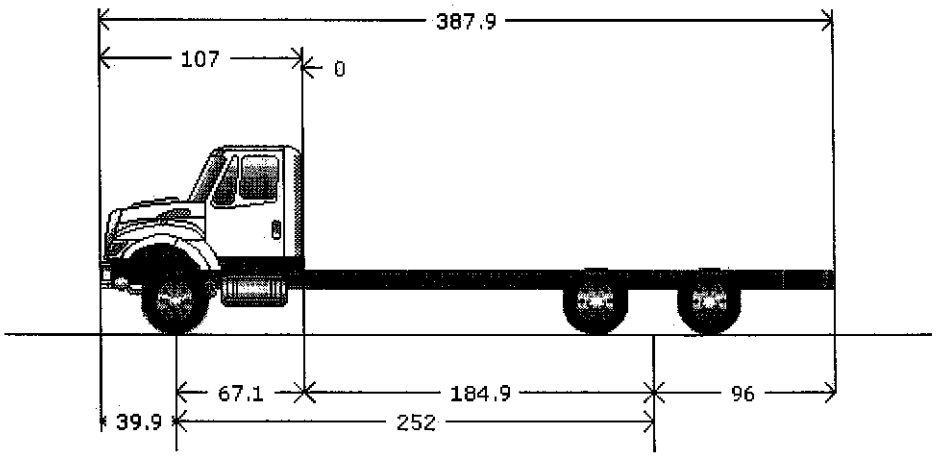
INTERNATIONAL®

February 11, 2015

Prepared For:
CITY OF LAREDO
Jack Dunn
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600
Reference ID: N/A

Presented By:
SANTEX TRUCK CENTERS, LTD.
Rick DeNolf
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs. TERMS: Our standard municipal contract purchase terms are NET 30 days from the date of delivery of the chassis to the customer's designated body company of choice. This quote is good for 60 Days.



Model Profile
2016 7500 SBA 6X4 (SF637)

MISSION:	Requested GVWR: 60000. Calc. GVWR: 66000
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Navistar N10} EPA 10, SCR, 310 HP @ 2000 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 310 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional
TIRE, FRONT:	(2) 425/65R22.5 G296 MSA (GOODYEAR) 468 rev/mile, load range L, 20 ply
TIRE, REAR:	(8) 11R22.5 G731 MSA (GOODYEAR) 497 rev/mile, load range H, 16 ply
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-460-60} 60" Axle Spacing; 46,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
SF63700	Base Chassis, Model 7500 SBA 6X4 with 252.00 Wheelbase, 184.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
	Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3AGA	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 20,000-lb Capacity; With Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	Notes : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn

Code	Description
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-lb. or Greater or GVWR of 54,000-lb. or Greater
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
4WWZ	DRAIN VALVE (3) Manual; With Pull Chains for Air Tanks
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style

Code	Description
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WVP	HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "GN"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WCY	SAFETY TRIANGLES
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12NWG	ENGINE, DIESEL {Navistar N10} EPA 10, SCR, 310 HP @ 2000 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 310 Peak HP (Max)
	Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UCV	RADIATOR Aluminum, Cross Flow, Series System; 1228 Sqin Core and 648 Sqin Charge Air Cooler

Code	Description
12UNR	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; N9 & N10 Engines
12VBC	AIR CLEANER Single Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines
12WZC	EMISSION COMPLIANCE 5 Min., Tamper-Proof Engine Shutdown System, Complies With California Clean Air Regulations, Does Not Certify Engine for Low-NOx Extended Idling
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Allison or CEEMAT Transmission
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14HRM	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.63 Includes : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14ULS	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-60} 60" Axle Spacing; 46,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard Includes : CROSSMEMBER, SUSPENSION 3-Piece Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15DZW	FUEL TANK (2) Top Draw; D Style, Non-Polished Aluminum, 19" Tank Depth, 70 U.S. Gal. 265 L, Total Capacity 140 U.S. Gal., 530 L; With Quick Connect Outlet, Mounted Under Cab Left Side, and Back of Cab Right Side
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional Includes : ARM REST (2) Molded Plastic; One Each Door

Code	Description
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage
16SDJ	MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets & Arms
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSK	CAB REAR SUSPENSION Air Bag Type

INTERNATIONAL®

Financial Summary
2016 7500 SBA 6X4 (SF637)

February 11, 2015

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$137,459.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$137,459.00
Commercial Vehicle Inspection & Safety Equipment	$250.00	
HD Preparation & Delivery	$550.00	
Allison 5 Yr. Extended Warranty (Refuse Application)	$866.00	
Navistar On Command Service Manual on DVD	$325.00	
Total Preparation And Delivery:		$1,991.00
Freight	$2,200.00	
Total Freight:		$2,200.00
Total Factory List Price Including Freight:		$141,650.00
Less Customer Allowance:		($44,342.00)
Total Vehicle Price:		$97,308.00
Total Sale Price:		$97,308.00
Total Per Vehicle Sales Price:		$97,308.00
Net Sales Price:		$97,308.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

25.3 Section II: Roll-off Hoist for Cab and Chassis as per 25.2

Equipment Type	Qty.	Total Unit Price	Total
Purchase Price- Roll-off Hoist as per Specifications- 17.0	1	$ No Bid	$ —
Option 1 Extended Warranty: 3 Years	1	$ —	$ —
Option 2 Extended Warranty: 5 Years	1	$ —	$ —

Equipment Make and Model: This is under a seperate Refuse HGAC Contract

Model Year: _____

Estimated Time of Delivery: _____ Days

Type of Contract: _____ Contract Number: _____

List the Cooperative Purchasing Program and Contract Number: _____

Company Name: Santex Truck Centers, Ltd

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: G. Richard DeNole

Company Representative's Name: G. Richard DeNole

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.4 Medium Duty Truck as per specifications

Equipment Type	Qty.	Total Unit Price	Total
Purchase Price- Medium Duty Truck and tool box as per Specifications- 18.0	2	$ 94,189.00	$ 188,378.00
Option 1 Extended Warranty: 3 Years/150k miles Engine	2	$ 1,800.00	$ 3,600.00
Option 2 Extended Warranty: 5 Years/250k miles Engine	2	$ 4,200.00	$ 8,400.00

Equipment Make and Model: International 4300 Crew Cab/Service Body

Model Year: 2016

Estimated Time of Delivery: 120-150 Days

Type of Contract: HGAC-Municipal Purchasing

Contract Number: HT06-14

List the Cooperative Purchasing Program and Contract Number: HGAC HT06-14

Company Name: Santex Truck Centers, Ltd.

Owner/President Name: Wayne Kyrish

Company Address: 1380 Ackerman Rd

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: G. Richard DeNolf

Company Representative's Name: G. Richard DeNolf

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-14	Date Prepared:	2/11/2015

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

Buying Agency:	City of Laredo	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Jack Dunn	Prepared By:	Rick DeNolf
Phone:	956-727-6455	Phone:	(210) 477-2514 - (800) 373-8370
Fax:		Fax:	(210) 661-0226
Email:	jdunn@ci.laredo.tx.us	Email:	rdenolf@santextrucks.com

Product Code:	G3	Description:	2016 International 4300 4x2

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 54391

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1CAH HD Frame Rails	1026	27DRN .472" Thickness Front Wheels	192
2AGM 10k Gront Axle	412	28DRN .472" Thickness Rear Wheels	311
4AZA AntiLock Air Brake System	1357	073722138107 Goodyear 14 ply Front Tires	228
8HAH Electric Trailer Brake/Lights Accommodation Pkge	244	073722138121 Goodyear 14 ply Rear Tires	684
8RMD Radio	368		
11LGB Eaton Solo Clutch	374	RKI Series E Service Body by Warren Truck & Trailer	21960
13GMS Fuller 6 spd Manual Transmission	522	with Whelen Lightbar on Quote #5878	
15DYT Dual 40 & 50 gal Aluminum Fuel Tanks	1064		
16196 6-Man Crew Cab	7811		
16SMT Rear Seat	684		
16VHG Cab Mounting Height Effects	572	Subtotal From Additional Sheet(s):	
16WCT Air Conditioner	823	Subtotal B:	38632

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for	1166		
Equipment Service Truck Application		Subtotal From Additional Sheet(s):	
		Subtotal C:	1166

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

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

Quantity Ordered:	2	X Subtotal of A + B + C:	94189	=	Subtotal D:	188378

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: Approx. 90/120 Days **G. Total Purchase Price (D+E+F):** 189378

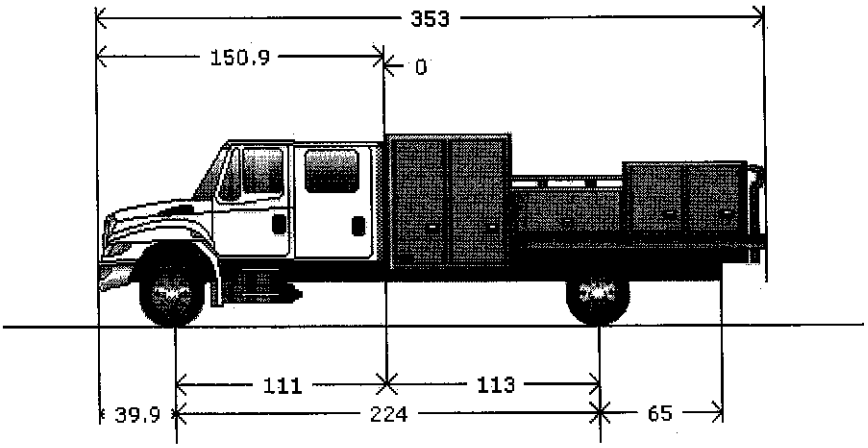
INTERNATIONAL®

February 11, 2015

Prepared For:
CITY OF LAREDO
Jack Dunn
1110 HOUSTON STREET
LAREDO, TX 78042-0579
(956)725 - 9600
Reference ID: CrewCab Utility

Presented By:
SANTEX TRUCK CENTERS, LTD.
Rick DeNolf
1380 ACKERMAN RD.
SAN ANTONIO TX 78219 -
(210)661-8371

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs. TERMS: Our standard municipal contract purchase terms are NET 30 days from the date of delivery of the chassis to the customer's designated body company of choice. This quote is good for 60 Days.



Model Profile
2016 4300 SBA 4X2 (MA025)

MISSION:	Requested GVWR: 25999. Calc. GVWR: 25999
DIMENSION:	Wheelbase: 224.00, CA: 113.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins ISB 300} EPA 10, 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller FS-6406N} 6-Speed Manual; Fully Synchronized, Short Shift Stroke
CLUTCH:	{Eaton Fuller Solo 1402} Two-Plate, Stamped Angle Spring; 3 Super Button Ceramic, 14" Diameter, 7+1 Low Rate Damper, With 1.75" Spline, Mechanical Pull Type Control and Adjustment Free, 860 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1002I} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional 6-Man Crew Cab
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G572 1AD (GOODYEAR) 496 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

2016 4300 SBA 4X2 (MA025)

Code	Description
MA02500	Base Chassis, Model 4300 SBA 4X2 with 224.00 Wheelbase, 113.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
	Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)
2AGM	AXLE, FRONT NON-DRIVING {Dana Spicer E-1002I} I-Beam Type, 10,000-lb Capacity
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 Sqin
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake

Code	Description
	Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.
4JCH	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
	Notes : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BJY	EXHAUST SYSTEM Inline, Horizontal Aftertreatment Device Frame Mounted Right Side, Includes Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

Code	Description
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers
8THB	BACK-UP ALARM Electric, 102 dBA
8WBW	JUMP START STUD Remote Mounted
	Includes : JUMP START STUD Mounted to Battery Box
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAD	GRILLE Chrome
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "GA"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR
11LGB	CLUTCH {Eaton Fuller Solo 1402} Two-Plate, Stamped Angle Spring; 3 Super Button Ceramic, 14" Diameter, 7+1 Low Rate Damper, With 1.75" Spline, Mechanical Pull Type Control and Adjustment Free, 860 lb-ft Torque Capacity
	Includes : CLUTCH RELEASE BEARING Greasable
12EEW	ENGINE, DIESEL {Cummins ISB 300} EPA 10, 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
	Includes : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for Cummins ISB Engines : FUEL/WATER SEPARATOR Fuel/Water Separator; Heated; with Water-in-Fuel Sensor. Engine Mounted
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
	Includes : FAN Nylon
12UYB	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER With Service Protection Element
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB Engines
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XBB	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; ISB Engines
13GMS	TRANSMISSION, MANUAL {Fuller FS-6406N} 6-Speed Manual; Fully Synchronized, Short Shift Stroke
	Includes : CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC
14ANS	AXLE, REAR, SINGLE {Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 6.14
	Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14VAG	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 20,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15DYT	FUEL TANK (2) Top Draw; D Style, Non-Polished Aluminum, 16" Tank Depth, (1) 40 U.S. Gal. 151 L Left Side, (1) 50 U.S. Gal. 189 L Right Side, Total Capacity 90 U.S. Gal. 340 L; Mounted Under Cab Left and Right Side
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16196	CAB Conventional 6-Man Crew Cab
	Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : GRAB HANDLE, CAB INTERIOR (4) Two Each Side, Rear Door Mounted at Hinge Side and "C" Pillar Mounted : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (8) Two Steps Per Door
	Notes

Financial Summary
2016 4300 SBA 4X2 (MA025)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$101,054.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$101,054.00
Preparation & Delivery	$450.00	
Total Preparation And Delivery:		$450.00
Freight	$2,200.00	
Total Freight:		$2,200.00
Total Factory List Price Including Freight:		$103,704.00
Less Customer Allowance:		($31,475.00)
Total Vehicle Price:		$72,229.00
Total Body/Allied Equipment:		$21,960.00
Total Sale Price:		$94,189.00
Total Per Vehicle Sales Price:		$94,189.00
Net Sales Price:		$94,189.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

Quote WTTLLC00005878

Date 2/5/2015

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
SANTEX TRUCK CENTER P.O. BOX 200007 SAN ANTONIO TX 78220-0007	SANTEX TRUCK CENTER 1380 ACKERMAN RD. SAN ANTONIO TX 78219	RICK (210) 661-8371 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SAN219	MACK	DELIVERED	Net30	0/0/0000	10,009,515

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
2	RKI SERVICE BODY	**CITY OF LAREDO, TX** E108DW94 - "E" SERIES EQUIPMENT SERVICE BODY 156" LONG, 94" WIDE, 44" HIGH 20" COMPARTMENT DEPTH 54" LOAD AREA FLUSH MOUNT LIGHT KIT LIGHT MOUNT BRACKETS FOR RECESS LIGHT AT REAR LED STRIP LIGHTING IN COMPARTMENTS FENDER OPENING FOR 22.5 TIRES FLEXMOUNT SYSTEM12" TREADPLATE STEP-BUMPER WITH PINTLE HOOK RECESS 20 TON PINTLE HITCH ELECTRIC BRAKE CONTROLLER 6-WAY SOCKET	Each	$20,840.00	$41,680.00
2	CAB GUARD	FABRICATED CAB GUARD SQUARE TUBING w/ X-METAL	Each	$0.00	$0.00
2	SAFETY LIGHTING	WHELEN SX LIBERTY SERIES LIGHTBAR MOUNTED ON CAB GUARD w/ AMBER AND WHITE LIGHTS	Each	$0.00	$0.00
2	DELIVERY	FIRE EXTINGUISHER, SAFETY TRIANGLES, STATE INSPECTION, AND DELIVERY TO CITY OF LAREDO DELIVERY CHARGES SHOWN IN SHIPPING COLUMN BELOW	Each	$0.00	$0.00

Quotation reviewed and accepted by:
(signed)_____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	$41,680.00
Misc	$0.00
Tax	$0.00
Ship & Handling	$2,240.00
Trade In Allowance	$0.00
Total	$43,920.00

X. Package
ress US Airbill

FedEx Tracking Number 8071 0734 3623

2/15 [redacted]
Pick Pe No 1 P

Phone 210 661-8371

NTEX INTERNATIONAL TRUCKS

80 ACKERMAN RD

Dept./Floor/Suite/Room

ANTONIO State TX ZIP 78219-3502

Billing Reference

nrique Aldape III Phone 956 790.1814
ty of Laredo - Purchasing Dept.
512 Thomas Ave.

.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

HOLD Weekday
FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday
FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

LD location address or for continuation of your shipping address.

eedo State TX ZIP 78041

0117532463

8071 0734 3623

FORM ID No. 0215 Recipient's Copy

4 Express Package Service * To most locations.
NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.
For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day	2 or 3 Business Days
☑ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.	☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.	☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.	☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.
☑ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options
☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
☐ No Signature Required — Package may be left without obtaining a signature for delivery.
☑ Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods?
One box must be checked.
☑ No ☐ Yes — As per attached Shipper's Declaration. ☐ Yes — Shipper's Declaration not required. ☐ Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.
☐ Cargo Aircraft Only

7 Payment *Bill to:*
Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. ☐
☑ Sender — Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
[redacted]
Total Packages 1 Total Weight ____ lbs. [redacted] Credit Card Auth.

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

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Align bottom of **Peel and Stick Airbill** or

FRI - 13 FEB 9:00A
FIRST OVERNIGHT

78041
TX-US
LRD

C2/D3CE/65DD

The World On Time.

Enrique Aldape III

From: Jack Dunn, Jr.
Sent: Tuesday, February 17, 2015 12:18 PM
To: Enrique Aldape III; Miguel A. Pescador
Cc: Stephen R. Geiss; Alejandro Benavides; Ernesto Elizondo, Jr.; Santos Segura; Jose Chavarria; Alonzo Diaz
Subject: FW: Heavy Duty Informal Bid BuyBoard HGAC, etc...
Attachments: DOC021315.pdf; Various 2016 Heavy Duty trucks Coop Bid Revised.pdf

Hello,
I have reviewed the bids under consideration and SANTEX TRUCK CENTER submitted complete specifications for all of the trucks.

Fleet recommends as follows:
Truck/tractor per 16.0-SANTEX TRUCK CENTER, $118,306 + $3600 5 YR Ext. Warranty, Total-$121,906.00

Truck/Tractor per 17.0-SANTEX TRUCK CENTER, $97,308 + $7650 5 YR Ext. Warranty, Total-$104,958.00

ROLL OFF HOIST for 17.0-RELIANCE TRUCK AND EQUIPMENT, $41,750 + $3750 5 YR Ext. Warranty, Total $45,500.00

Medium Duty Truck with Service Body per 18.0-SANTEX TRUCK CENTER, $188,278 (2) + $8,400 (2) 5 YR Ext. Warranty TTL $$196,678.00

All trucks meet specifications. Roll off Hoist, too.

Notes:

DOGGET FREIGHTLINER submitted complete specs on Truck/Tractor 16.0, but Engine does not meet specs. Complete Specifications not Submitted on 17.0 Truck/tractor and 18.0 Medium duty Truck w/Service body. Not low bidder on Roll Off Hoist.

RUSH TRUCK CENTER Bid not considered due to not being turned in on specified time.

Thanks. Jack Dunn, Jr-Fleet Management General Manager

-----Original Message-----
From: Enrique Aldape III
Sent: Friday, February 13, 2015 3:14 PM
To: Jack Dunn, Jr.; Ronald W. Miller
Cc: Ernesto Elizondo, Jr.; Stephen R. Geiss; Alejandro Benavides; Santos Segura; Miguel A. Pescador; Alonzo Diaz; Jose Chavarria
Subject: Heavy Duty Informal Bid BuyBoard HGAC, etc...

Good afternoon,

I have attached the bids for the heavy duty trucks. This is last of all the capital outlay equipment for this year. Please note that the bid from Rush Truck Center was submitted late and will not be considered. Please submit your recommendation along with the account numbers for these purchases and council communication.

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division
Phone: 956-794-1733
Fax: 956-790-1805

-----Original Message-----
From: City of Laredo Purchasing Division [mailto:cmiller@ci.laredo.tx.us]
Sent: Friday, February 13, 2015 3:02 PM
To: Enrique Aldape III
Subject: Scanned from Prchcopier 02/13/2015 15:02

Scanned from Prchcopier.
Date: 02/13/2015 15:02
Pages:113
Resolution:200x200 DPI

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Jack Dunn, Fleet General Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY15-023 to the bidder meeting specifications Trico Equipment, Mickleton, New Jersey for the purchase of two (2) telehandler tire lift trucks in the total amount of $284,312.00 for the Utilities Department. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received six (6) bids for the purchase of two (2) telehandler tire lift trucks for the Utilities Department. This is new equipment for the department. Although United Rentals, OER Services, and B-C Equipment all submitted lower bids, these vendors did not meet the minimum requirements as required in the bid specifications. A recommendation is being presented to City Council that this contract be awarded to the fifth lowest bidder, Trico Equipment. Delivery is expected within twenty one (21) to twenty eight (28) days after receipt of order.

Summary

Vendor				
United Rental**A	Qty	Unit Price	Ext. Price	Comments
Telehandler Tire Lift Truck	2	$ 116,968.65	$ 233,937.30	
Five Year Ext. Warranty	2	N/A	N/A	
Freight	2	$ 2,100.00	$ 4,200.00	
		Total	$ 238,137.30	Does not meet Specifications
OER Services				
Telehandler Tire Lift Truck	2	$ 125,632.41	$ 251,264.82	

Five Year Ext. Warranty	2	$ 6,281.62	$ 12,563.24	
		Total	$ 263,828.06	Does not meet Specifications
United Rental**B				
Telehandler Tire Lift Truck	2	$ 134,452.69	$ 268,905.38	
Five Year Ext. Warranty	2	N/A	N/A	
Freight	2	$ 3,600.00	$ 7,200.00	
		Total	$ 276,105.38	Does not meet Specifications
B-C Equipment				
Telehandler Tire Lift Truck	2	$ 129,477.00	$ 258,954.00	
Five Year Ext. Warranty	2	$ 8,500.00	$ 17,000.00	
		Total	$ 275,954.00	Does not meet Specifications
Trico Equipment				
Telehandler Tire Lift Truck	2	$ 129,560.00	$ 259,120.00	
Five Year Ext. Warranty	2	$ 12,596.00	$ 25,192.00	
		Total	$ 284,312.00	********Meets Specifications**
Holt Texas				
Telehandler Tire Lift Truck	2	$ 153,396.00	$ 306,792.00	
Five Year Ext. Warranty	2	$ 4,700.00	$ 9,400.00	
		Total	$ 316,192.00	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

This equipment shall be purchased using the following account numbers:

55942105359004	$ 129,560.00	
55942105332035	$ 12,596.00	
55741955359004	$ 129,560.00	
55741205332035	$ 12,596.00	
Total	$ 284,312.00	

Attachments

Contract FY15-023

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TELEHANDLER TIRE LIFT TRUCK -UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of one telehandler tire lift truck for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 25, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 26, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Telehandler Tire Lift Truck -Utilities Department**
FY15-023

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of one telehandler tire lift truck for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 25, 2015** and all bids received will be **opened** and read publicly on **February 26, 2015 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Telehandler Tire Lift Truck -Utilities Department
FY15-023

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 3rd DAY OF FEBRUARY 2015.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact may constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require to assure compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) *ACTUAL QUANTITIES CONTRACT*: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders which may increase or decrease the commodities purchased by 25% more or less.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder(s) whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS (Not Applicable)

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 Section 4.03 Prohibited Contacts During Contract Solicitation Period

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released, if such contact could be construed as an attempt to influence a decision regarding said contract. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Telehandler Tire Lift Truck

15.0 Scope:

The City of Laredo is requesting bids for the purchase of one telehandler tire lift truck for the Utilities Department. The vehicle must be a new **2015** model or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: February 13, 2015.

Purchasing Division point of contact: Enrique Aldape III (956) 790-1814 or email ealdape@ci.laredo.tx.us
Fleet Department point of contract: Jack Dunn (956) 727-6455 or email: jdunn@ci.laredo.tx.us

16.0 Contract Provisions

16.1 The equipment must be new, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations. All vehicles must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.2 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.3 Colors: Base price to include the manufacturer's standard solid colors.

16.4 Standard Equipment: Unless specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. Base prices may also include option equipment, which is standard on the equipment and for which there is no additional cost.

16.5 Title Warranty/Service Contract: The vendor is required to furnish upon delivery, the Manufacturer's Certificate of Origin (MSO), the manufacturer's new equipment warranty, and any other papers necessary for title and license. Payment will be made upon delivery of equipment if an invoice is faxed to the Purchasing Division one week prior to scheduled delivery. It is imperative that the Purchasing Department be notified of the delivery dates to coordinate payment.

16.5.1 WARRANTY: The equipment must be covered by the manufacturer's standard new equipment warranty provisions. The cost for additional extended warranty periods shall be included in the bid schedule.

Warranty Center: _____

Address: _____

Phone Number: _____

Service Manager: _____

17.0 Approved Equal

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

18.0 Manuals

One (1) operation / parts / service manuals will be included and delivered with equipment. The manufacturer will maintain an inventory of common marking machine parts used on the specified unit.

19.0 Delivery & Training

The successful bidder shall include all transportation costs to deliver the unit to the City of Laredo-Fleet services. Onsite training by a qualified technician shall be provided.

20.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and make part of these specifications. This contract will be awarded to the lowest responsible vendor whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

20.1 The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this proposal becomes null and void.

21.0 Specifications

Telehandler Tired Lift Truck (Forklift) JLG G10-55A Telehandler or Equivalent.

Description	Minimum Specifications
Capacity	10,000 lb.
Max Lift Height	55 Feet
Top Travel Speed	Approx. 20 mph
Drawbar Pull, Loaded	24,000 lb.
Outside Turning Radius	14.5 Feet
Operating Weight	34,850 lbs.
Engine	4 cylinder Cummins QSB4 or Approved equal
Gross HP, Approx.	130
Torque, Approx.	457 lb.-Foot
Transmission	Power shift w/torque conv., 4F/3R
Tires, Standard	400/75-28
Cab	Certified ROPS/FOPS
Steering	Hydraulic w/Manual Backup
Instruments	Volt/Hour Meters, Engine Oil press, Temp, Fuel Gauges
Implement-Hydraulic System	Approx. 57 Gallon Capacity
Accessories	Work Lights, Rotating Beacon

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

24.0 Bid Price Schedule

24.1 Telehandler Tired Lift Truck (Forklift) JLG G10-55A Telehandler or Equivalent.

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Telehandler Tire Lift Truck (Forklift) as per Specifications- 21.0	1	$	$
Option 1 Extended Warranty: 2 Years	1	$	$
Option 2 Extended Warranty: 5 Years	1	$	$

Make and Model: _____

Model Year: _____

Estimated Time of Delivery: _____ Days

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Required Paperwork upon delivery: Form 130U, MSO, Specification Sheet of Equipment, and invoice.

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

☐ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**
(check box if applicable) **INITIALS** _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

_____
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this_____day of _____20_____.

_____
Notary Public

My commission expires:

_____

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form**

First: _____ M.I. ____ Last: _____ Suffix: _____

***2. Contract Information:**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3:**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract:**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract:**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA:_____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 25, 2015; and all bids received will be opened and read publicly at 3:30 PM at the Office of the City Secretary on February 26, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Telehandler Tire Lift Truck**
FY15-023

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Bid Price Sheet (Pages)**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies.**

ORIGINAL

#2

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TELEHANDLER TIRE LIFT TRUCK -UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of one telehandler tire lift truck for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 25, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 26, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Telehandler Tire Lift Truck -Utilities Department**
FY15-023

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for the purchase of one telehandler tire lift truck for the Utilities Department. Copies of the specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 25, 2015** and all bids received will be **opened** and read publicly on **February 26, 2015 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Telehandler Tire Lift Truck -Utilities Department
FY15-023

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 3rd DAY OF FEBRUARY 2015.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact may constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require to assure compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) *ACTUAL QUANTITIES CONTRACT*: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders which may increase or decrease the commodities purchased by 25% more or less.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder(s) whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS (Not Applicable)

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 Section 4.03 Prohibited Contacts During Contract Solicitation Period

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released, if such contact could be construed as an attempt to influence a decision regarding said contract. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Telehandler Tire Lift Truck

15.0 Scope:
The City of Laredo is requesting bids for the purchase of one telehandler tire lift truck for the Utilities Department. The vehicle must be a new **2015** model or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

15.1 All questions in reference to this bid must be submitted in writing and or delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Deadline for submittal of questions: February 13, 2015.

Purchasing Division point of contact: Enrique Aldape III (956) 790-1814 or email ealdape@ci.laredo.tx.us
Fleet Department point of contract: Jack Dunn (956) 727-6455 or email: jdunn@ci.laredo.tx.us

16.0 Contract Provisions

16.1 The equipment must be new, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations. All vehicles must be delivered, prepaid, F.O.B., City of Laredo - Fleet Maintenance facility, 1102 Bob Bullock Loop, Laredo, Texas.

16.2 Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

16.3 Colors: Base price to include the manufacturer's standard solid colors.

16.4 Standard Equipment: Unless specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. Base prices may also include option equipment, which is standard on the equipment and for which there is no additional cost.

16.5 Title Warranty/Service Contract: The vendor is required to furnish upon delivery, the Manufacturer's Certificate of Origin (MSO), the manufacturer's new equipment warranty, and any other papers necessary for title and license. Payment will be made upon delivery of equipment if an invoice is faxed to the Purchasing Division one week prior to scheduled delivery. It is imperative that the Purchasing Department be notified of the delivery dates to coordinate payment.

16.5.1 WARRANTY: The equipment must be covered by the manufacturer's standard new equipment warranty provisions. The cost for additional extended warranty periods shall be included in the bid schedule.

Warranty Center: Trico Lift

Address: 2474 S. Foster Road, San Antonio, TX 78220

Phone Number: 210-648-0083

Service Manager: Victor Gonzalez

17.0 Approved Equal

If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

18.0 Manuals

One (1) operation / parts / service manuals will be included and delivered with equipment. The manufacturer will maintain an inventory of common marking machine parts used on the specified unit.

19.0 Delivery & Training

The successful bidder shall include all transportation costs to deliver the unit to the City of Laredo-Fleet services. Onsite training by a qualified technician shall be provided.

20.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and make part of these specifications. This contract will be awarded to the lowest responsible vendor whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

20.1 The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this proposal becomes null and void.

21.0 Specifications

Telehandler Tired Lift Truck (Forklift) JLG G10-55A Telehandler or Equivalent.

Description	Minimum Specifications
Capacity	10,000 lb.
Max Lift Height	55 Feet
Top Travel Speed	Approx. 20 mph
Drawbar Pull, Loaded	24,000 lb.
Outside Turning Radius	14.5 Feet
Operating Weight	34,850 lbs.
Engine	4 cylinder Cummins QSB4 or Approved equal
Gross HP, Approx.	130
Torque, Approx.	457 lb.-Foot
Transmission	Power shift w/torque conv., 4F/3R
Tires, Standard	400/75-28
Cab	Certified ROPS/FOPS
Steering	Hydraulic w/Manual Backup
Instruments	Volt/Hour Meters, Engine Oil press, Temp, Fuel Gauges
Implement-Hydraulic System	Approx. 57 Gallon Capacity
Accessories	Work Lights, Rotating Beacon

22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure

23.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Trico Equipment dba Trico Lift

Signature of person authorized to sign bid _____ Date 2/18/2015

Print Name of person authorized to sign bid Chris Carmolingo

Title: President & CEO

Business Address: 418 Southgate Court

City, State, Zip Code: Mickleton, NJ 08056

Telephone Number: 856-776-2350 Fax Number: 856-776-2367

Contact Person Email Address: mwagner@tricolift.com

Federal Tax ID Number: 22-1842107

Bidders Principal/Corporate Place of Business Address: 418 Southgate Court, Mickleton, NJ 08056

Indicated Status of Business:

Corporation X Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 50 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes (No)

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.
There will be no impact

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes / No Disadvantaged Business Enterprise (DBE): Yes / No

Small Disadvantaged Business Enterprise (SDBC) Yes / No Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

24.0 Bid Price Schedule

24.1 Telehandler Tired Lift Truck (Forklift) JLG G10-55A Telehandler or Equivalent.

Equipment Type	Qty.	Unit Price	Total
Purchase Price- Telehandler Tire Lift Truck (Forklift) as per Specifications- 21.0	1	$ 129560.00	$ 129560.00
Option 1 Extended Warranty: 2 Years	1	$ 6298.00	$ 6298.00
Option 2 Extended Warranty: 5 Years	1	$ 12596.00	$ 12596.00

Make and Model: NEW JLG MODEL G10-55A

Model Year: 2015

Estimated Time of Delivery: APPROX. 21-28 Days

Company Name: TRICO EQUIPMENT dba TRICO LIFT

Owner/President Name: CHRIS CARMOLINGO

Company Address: 418 SOUTHGATE COURT

City, State, Zip Code: MICKLETON, NJ 08056

Company Authorized Representative's Signature:

Company Representative's Name: CHRIS CARMOLINGO

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Required Paperwork upon delivery: Form 130U, MSO, Specification Sheet of Equipment, and invoice.

25.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

[XX] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
(check box if applicable) INITIALS

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

26.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Chris Carmolingo
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or ~~bid are~~ true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of February 20 15.

Marie J Natalino
Notary Public

My commission expires:
MARIE J NATALINO
ID # 2106844
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Dec. 20, 2017

27.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or X Update to previous submission.**

***1. Name of person submitting this disclosure form:**

First: Chris M.I. ____ Last: Carmolingo Suffix: _____

***2. Contract Information:**

a) Contract or project name: Telehandler Tire Lift Truck, FY15-023

b) Originating department: Utilities Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract):**

Trico Equipment dba Trico Lift

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3:**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract:**

☒ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract:**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

[x] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

[X] I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Chris Carmolingo Title: President & CEO

Company Name or DBA: Trico Lift **Date:** 02/10/2015

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 25, 2015; and all bids received will be opened and read publicly at 3:30 PM at the Office of the City Secretary on February 26, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Telehandler Tire Lift Truck**
FY15-023

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Bid Price Sheet (Pages)**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual service contract number FY15-022 to the sole bidder, Rafter P. Transport Inc., Floresville, Texas in an amount up to $100,000.00 to haul and load dry sludge from the El Pico Water Treatment Plant to the City of Laredo landfill. This contract is based on a bid of $9.35 per cubic yard of material. The frequency and number of loads vary depending on the City's need. The bid price is based on a per load rate.If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one (1) year period. Funding is available in the Utilities Department – Water Treatment Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

One bid was received for furnishing loading and hauling dry sludge from the El Pico Water Treatment plant to the City’s landfill. The frequency and number of loads vary depending on the City's need but the contract is based on an estimate of 5,000 cubic yards of sludge. The vendor shall operate and maintain a TCEQ Transporter Permit and DOT Certificate as required by the Texas Commission on Environmental Quality. All services will be secured on an as need basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

The contract may be extended for six, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City’s discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall

bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

	Rafter P. Transport Floresville, Texas	
Description	Unit Cost/Cubic Yard	
Dry Pant Sludge	$ 9.35	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55741205333920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY15-022

Original

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

DRY SLUDGE REMOVAL SERVICES
EL PICO WATER TREATMENT PLANT
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 26, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 27, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal Services–El Pico Water Treatment Plant
FY15-022

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 26, 2015** and all bids received will be **opened** and read publicly on **February 27, 2015 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Dry Sludge Removal Services–El Pico Water Treatment Plant
FY15-022

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 29th DAY OF JANUARY 2015.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY/SERVICE CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Vendor shall maintain insurance coverage equal to that required of the Vendor. It is the responsibility of the Vendor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Vendor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Vendor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) The insurance must be valid for a minimum of six months upon award of the contract date. If the insurance expires during the contract period, the vendor has five working days to submit an updated insurance certificate. If the vendor does not submit the required insurance documentation within the five working day period, the vendor shall be considered in breach of contract. The City of Laredo reserves the right to cancel the contract and a new contract vendor will be selected on the basis of competitive bids.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Dry Sludge Removal Contract
Utilities Department

14.0 Scope of Work

The City of Laredo is herein soliciting bids for an annual contract to provide service to load and transport approximately 5,000 cubic yard of dry sludge from the El Pico Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email tmoreno@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted before February 14, 2014 in writing or by email to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

15.4 Location:

El Pico Water Treatment Plant
19002 Riverbank Drive
Laredo, TX 78045

15.5 Disposal

The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

15.5.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

15.5.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the El Pico Water Treatment Plant personnel on a daily basis.

15.6 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from Texas Commission on Environmental Quality (TCEQ), City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

16.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control. Bidder must be operating under the TCEQ Transporter Permit and DOT Certificate for a minimum of 5 years.

16.1 Successful bidder shall be required to provide an operating yard mule to be utilized to move end dump trailer. Contractor will be responsible for the operating maintenance of yard mule to include fuel, oil, and etc.

16.2 Loading of dry sludge into end dump trailers will be done El Pico Water Treatment Plant personnel. Contractor will provide a minimum of four (4) 30 cubic yard end dump trailers that are DOT approved. Bidder will be required to plan and coordinate the loading tasks with El Pico Water Plant personnel.

16.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder. Contractor will couple and transport loaded end dump trailers.

16.4 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. In the event of a special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.

16.5 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the El Pico Water Treatment Plant Office on a daily basis.

16.6 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.

16.7 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.

16.8 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 5,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

17.0 Invoicing
Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

18.0 Insurance Requirements
The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Award of Contract
Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

19.1 The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for six, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

20.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Fuel Surcharge Adjustment

Subject to the availability and receipt of funds by the City of Laredo, the City of Laredo may offer the contractor a temporary monthly fuel surcharge adjustment to offset temporary inflationary increases in the cost of fuel. If the price of fuel increases by 7% or more from a benchmark price of $3.07/gallon during the course of the contract period, the City of Laredo will examine and reserve the right to agree to a fuel surcharge. Any temporary monthly fuel surcharge adjustment the City of Laredo may offer in its sole discretion shall be reviewed monthly by the City of Laredo and offered only when the conditions listed in this paragraph have been met and the average cost of diesel exceeds the $3.07 cost per gallon ceiling price determined by the City of Laredo.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A- Company Information Questionnaire
Tab B- Signed Price Schedule
Tab C- Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Service Contract Agreement

24.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Ratter P Transport Corp.

Signature of person authorized to sign bid [signature] Date

Print Name of person authorized to sign bid Wesley Pfeil

Title: President

Business Address: PO Box 813

City, State, Zip Code: Floresville TX 78114

Telephone Number: 830-391-9870 Fax Number: 830-393-4040

Contact Person Email Address: ratterptransport@yahoo.com

Federal Tax ID Number: 20-1896772

Bidders Principal/Corporate Place of Business Address: 120 CR 221 Floresville, TX 78114

Indicated Status of Business:

Corporation ✓ Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 2004 10 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		
This company is not a certified minority business:	☐				

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

Description	Estimated Quantity	Unit Cost/Cubic Yard	Total Cost
Dry Plant Sludge	5,000 cubic yards	$ 9.35	$ 46,750

Note: Unit Cost/Load includes all cost in regards to the loading and transporting of sludge.

25.1 List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

- Transport of Biosolids for SAWS
Tad Eaton 210-367-9963 2800 US HWY 281, San Antonio
- Transport of dry sludge for City of Laredo
Tony Morena 956-764-0327
- Transport of materials for Republic Services
Ray Byars 210-394-4942 7790 Tessman Rd, San Antonio

25.2 List of equipment which will be used to comply with this contract obligation.

2000 Peterbilt Truck, 2007 Freightliner truck
1999 Raven end dump
1999 Vantage end dump
2002 Mate end dump
2000 Ram end dump

Company Name: Rafter P Transport

TCEQ Transporter No.: 23606

Owner/President Name: Wesley Pfeil

Company Address: PO Box 813

City, State, Zip Code: Floresville, TX 78114

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Wesley Pfeil

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-790-1825

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Wesley Pfeil — Name | [signature] — Signature | 2-23-15 — Date

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 pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ Signature of person doing business with the governmental entity | _____ Date

27.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Wesley Pfeil
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 26 day of Feb 20 15.

ANTONETTE GARZA
MY COMMISSION EXPIRES
December 30, 2017

Notary Public

My commission expires:

Dec. 30, 2017

28.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ✓ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: Wesley M.I. J Last: Pfeil Suffix: _____

***2. Contract Information**

a) Contract or project name: Dry Sludge Removal Service - El Pico Water Treatment Plant

b) Originating department: Utilities

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Rafter P Transport, Corp
Wesley Pfeil

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comea first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Wesley Pfeil Title: President

Company Name or DBA: Rafter P Transport Corp **Date:** 2-23-15

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

29.0 Tab F

ANNUAL SERVICE CONTRACT
DRY SLUDGE REMOVAL SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This contract is made by and between the City of Laredo, acting by and through its duly authorized City Manager hereinafter termed the Owner, and Rafter P Transport (company name), of the City of Floresville, County of Wilson, State of Texas, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the "Provider".

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

The Provider has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "Dry Sludge Removal Services" -FY15-022. The contractor shall provide used tire disposal services for the Utilities Department. All scope of services shall be in accordance to all provisions of the City of Laredo bid request FY15-022 (Attachment A) and the bid submitted by Rafter P Transport (vendor name), (Attachment B).

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INDEMNIFICATION

Contractor covenants and agrees to FULL INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence causes personal injury, death, or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

INSURANCE

The Provider shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Carlos R. Villarreal
1110 Houston Street
Laredo, TX 78040

Company Name: Ratter P Transport Corp.
Owner Name: Wesley Pfeil
Address: PO Box 813
City, State, Zip Code: Floresville, TX 78114

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications.IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 26th **day of** Feb. **2015.**

Rafter P Transport Corp.
Provider/Firm (Typed)

Signature

Wesley Pfeil
Signature (Typed)

Title: President

PO Box 450392
Address
Laredo, TX 78045
City/State/Zip Code

830-391-9870
Telephone Number:

830-393-4040
Fax Number

ATTEST:

GUSTAVO GUEVARA, JR.,
City Secretary

CITY OF LAREDO, TEXAS

Jesus M. Olivares, Interim City Manager

APPROVED AS TO FORM:

Raul Casso, City Attorney

30.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 26, 2015; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 27, 2015.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal Services–El Pico Water Treatment Plant
FY15-022

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet**
2. **Signed Bid Price Schedule**
3. **Conflict of Interest Disclosure**
4. **Non-Collusive Affidavit**
5. **Discretionary Contract Disclosure**
6. **Please submit one original signature bid document and two copies**

Provided to SCC

RECEIVED
AUG 20 2008
10:30 AM

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew the existing annual service contract FY14-044 to Rafter P. Transport Inc., New Braunfels, Texas, in an amount up to $100,000.00 to haul and load dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. This contract is based on a $6.00 per cubic yard load rate. All services will be secured on an as needed basis. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department – Waste Water Treatment Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/17/14.

BACKGROUND

This contract furnishes for the loading and hauling dry sludge from the Jefferson Water Treatment plant to the City's landfill. The frequency and number of loads vary depending on the City's needs but the contract is based on an estimate of 10,000 cubic yards of sludge. All services will be secured on an as need basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for four additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Contract Pricing

Description	Unit Cost/Cubic Yard	
Dry Pant Sludge	$ 6.00	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 559-4210-533-3920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-044

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

DRY SLUDGE REMOVAL
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal – Jefferson Water Plant
FY14- 044

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Please submit one original signature bid document and two copies

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 27, 2014** and all bids received will be **opened** and read publicly on **February 28, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Dry Sludge Removal – Jefferson Water Plant
FY14-044

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 5th DAY OF FEBRUARY 2014.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ***ANNUAL SUPPLY/SERVICE CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder (s) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. In all cases liability insurance is required. All other insurance requirements are for those vendors that for any reason will perform any type of work on City of Laredo property.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Dry Sludge Removal
Utilities Department

14.0 Scope of Work

The City of Laredo is herein soliciting bids for an annual contract to provide service to load and transport approximately 10,000 cubic yard of dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email tmoreno@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted before February 14, 2014 in writing or by email to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

15.4 Location:

Jefferson Water Treatment Plant
2519 Jefferson Street
Laredo, Texas 78040

15.5 Disposal

The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

15.5.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

15.5.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the Jefferson Water Treatment Plant personnel on a daily basis.

15.6 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from the City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

16.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control.

16.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks as required by Jefferson Water Treatment Plant personnel.

16.2 Loading of sludge into dump trucks will be provided by the successful bidder. Bidder will be required to plan and coordinate the loading tasks with Jefferson Water Plant personnel.

16.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder.

16.4 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. When required, special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.

16.5 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Jefferson Water Treatment Plant Office on a daily basis.

16.6 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.

16.7 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.

16.8 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 3,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

17.0 Invoicing
Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

18.0 Insurance Requirements
When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

18.1 Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

18.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

18.3 Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

18.4 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

18.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

18.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

18.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

18.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

18.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

18.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

18.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

18.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

18.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

18.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

18.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

18.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

18.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

18.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

18.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Fuel Surcharge Adjustment

Subject to the availability and receipt of funds by the City of Laredo, the City of Laredo may offer the contractor a temporary monthly fuel surcharge adjustment to offset temporary inflationary increases in the cost of fuel. If the price of fuel increases by 7% or more from a benchmark price of $3.07/gallon during the course of the contract period, the City of Laredo will examine and reserve the right to agree to a fuel surcharge. Any temporary monthly fuel surcharge adjustment the City of Laredo may offer in its sole discretion shall be reviewed monthly by the City of Laredo and offered only when the conditions listed in this paragraph have been met and the average cost of diesel exceeds the $3.07 cost per gallon ceiling price determined by the City of Laredo.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

Description	Estimated Quantity	Unit Cost/Cubic Yard	Total Cost
Dry Plant Sludge	10,000 cubic yards	$	$

Note: Unit Cost/Load includes all cost in regards to the loading and transporting of sludge.

25.1 List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

_____
_____
_____
_____
_____
_____
_____

25.2 List of equipment which will be used to comply with this contract obligation.

_____
_____
_____
_____
_____
_____
_____
_____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

26.0 Tab C Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel Pescador, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

_____ _____
Signature of person doing business with the governmental entity Date

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal – Jefferson Water Plant
FY14-044

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Pages 12 & 13)**
2. **Signed Bid Price Schedule (Page 14)**
3. **Conflict of Interest Disclosure (Page 16)**
4. **Please submit one original signature bid document and two copies**

#2.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

DRY SLUDGE REMOVAL
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on February 27, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2014.**

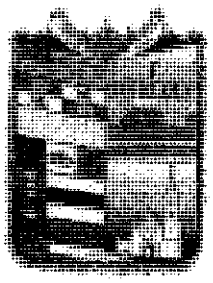
Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal – Jefferson Water Plant
FY14- 044

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

Please submit one original signature bid document and two copies



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract to provide dry sludge removal and disposal services for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on February 27, 2014** and all bids received will be **opened** and read publicly on **February 28, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Dry Sludge Removal – Jefferson Water Plant
FY14-044

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 5th DAY OF FEBRUARY 2014.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ***ANNUAL SUPPLY/SERVICE CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder (s) based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. In all cases liability insurance is required. All other insurance requirements are for those vendors that for any reason will perform any type of work on City of Laredo property.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Dry Sludge Removal
Utilities Department

14.0 Scope of Work

The City of Laredo is herein soliciting bids for an annual contract to provide service to load and transport approximately 10,000 cubic yard of dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email tmoreno@ci.laredo.tx.us

14.1 All questions for this bid shall be submitted before February 14, 2014 in writing or by email to:

Enrique Aldape III, Administrative Assistant
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

15.4 Location:

Jefferson Water Treatment Plant
2519 Jefferson Street
Laredo, Texas 78040

15.5 Disposal

The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

15.5.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

15.5.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the Jefferson Water Treatment Plant personnel on a daily basis.

15.6 Applicable Specifications
The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from the City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

16.0 Contractor Requirements
Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control.

16.1 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks as required by Jefferson Water Treatment Plant personnel.

16.2 Loading of sludge into dump trucks will be provided by the successful bidder. Bidder will be required to plan and coordinate the loading tasks with Jefferson Water Plant personnel.

16.3 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder.

16.4 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. When required, special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.

16.5 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Jefferson Water Treatment Plant Office on a daily basis.

16.6 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.

16.7 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.

16.8 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 3,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

17.0 Invoicing
Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

18.0 Insurance Requirements
When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

18.1 Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

18.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

18.3 Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

18.4 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

18.5 A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

18.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

18.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

18.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

18.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

18.6.4 All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

18.6.5 All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

18.6.6 All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

18.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

18.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

18.6.9 Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

18.7 All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

18.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

18.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

18.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

21.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

22.0 Fuel Surcharge Adjustment

Subject to the availability and receipt of funds by the City of Laredo, the City of Laredo may offer the contractor a temporary monthly fuel surcharge adjustment to offset temporary inflationary increases in the cost of fuel. If the price of fuel increases by 7% or more from a benchmark price of $3.07/gallon during the course of the contract period, the City of Laredo will examine and reserve the right to agree to a fuel surcharge. Any temporary monthly fuel surcharge adjustment the City of Laredo may offer in its sole discretion shall be reviewed monthly by the City of Laredo and offered only when the conditions listed in this paragraph have been met and the average cost of diesel exceeds the $3.07 cost per gallon ceiling price determined by the City of Laredo.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire

24.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) RAFTER P TRANSPORT INC.

Signature of person authorized to sign bid [signature] Date 2-27-14

Print Name of person authorized to sign bid WESLEY PFEIL

Title: PRESIDENT

Business Address: P.O. BOX 1401

City, State, Zip Code: FLORESVILLE, TX 78114

Telephone Number: 830-391-9870 Fax Number: 830-393-4040

Contact Person Email Address: RAFTERPTRANSPORT@YAHOO.COM

Federal Tax ID Number: 20-1896772

Bidders Principal/Corporate Place of Business Address: 120 COUNTY ROAD 221 FLORESVILLE, TX 78114

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 13 YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

Description	Estimated Quantity	Unit Cost/Cubic Yard	Total Cost
Dry Plant Sludge	10,000 cubic yards	$ 6.00	$ 60,000

Note: Unit Cost/Load includes all cost in regards to the loading and transporting of sludge.

25.1 List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

SEE ATTACHMENT

25.2 List of equipment which will be used to comply with this contract obligation.

SEE ATTACHMENT

Company Name: RAFTER P TRANSPORT INC.

Owner/President Name: WESLEY PFEIL

Company Address: P.O. BOX 1401

City, State, Zip Code: FLORESVILLE, TX 78114

Company Authorized Representative's Signature: Wesley Pfeil

Company Representative's Name: WESLEY PFEIL

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Rafter P Transport

References

Ray Byers – Republic Services 800-275-4234

Eagle Ford Reclamation Company – Mike Fowler 361-786-3952

New Earth – Clayton Leonard

Rafter P Transport

Trailers

Flatbed	2007	HRCK	5BSBA32287C021059	5900	
End Dump	2000	TRAV	48X1F3927Y1000690	11700	j-rod
End Dump	1999	VANT	4EPAA3929XAVA2729	11920	Navarro
End Dump	2002	MATE	1M9A304332H036749	14620	Luis
Belly Dump	1997	CLEM	1C9CB40B6VM110660	14100	
End Dump	2002	TRAV	48X1F372021001822	10500	Joe rubio
End Dump	1998	TRAV	1T91F3929W1247586	10000	Mike
End Dump	2000	RAM	1R1A3720YH336170	8200	Arturo
End Dump	1999	TRAV	1T91F3720X1247190	11500	
End Dump	2000	VAQU	48X1F3920Y1000854	9620	Heath
End Dump	2005	TRAV	48X1H392X51003640	9300	
Flatbed	2007	ECON	42EDPHM2471000067	6000	
Belly Dump	2007	WES	1W9SB42247A000275	13500	
End Dump	2004	TBTI/Travis	48X1F392941003035	11500	

Rafter P Transport

Equipment List

Truck #	Year	Make	VIN	Empty Weight
101	2004	Freightliner	1FUJA6CK54LM79210	18060
102	1998	Freightliner	1FUPFSZB6WP906966	17100
103	2007	Freightliner	1FUJA6CKX7LX76588	17300
104	2005	International	3HSCESBR65N03691	17080
105	2003	Freightliner	1FUJBBCGO3PK74824	15500
106	2002	International	2HSCEAMR22C016605	18000
107	2005	International	3HSCEAHR15N050063	16050
108	2007	Freightliner	1FUJA6CK47LX77350	17500
109	2007	Freightliner	1FUJA6CK17DX33879	17300
110	2007	Freightliner	1FUJA6CK27DX33891	17300
115	2001	Peterbuilt	1XP5DB9X41D43690	19930
116	2000	Kenworth	1XKWDB9X0YR825218	20200
117	2000	Peterbuilt	1XP5DB9X7YD6652	18100
SVC TRUCK	2007	GMC	1GDJC34D07E113269	7300

Rafter P Transport

Heavy Equipment

Unit #	Make	Model	Dimensions	Weight
	John Deere	544G		
	International Dressler			

26.0 Tab C Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel Pescador, Purchasing Agent at 956-790-1825

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Neal Gil
Signature of person doing business with the governmental entity

2-27-14
Date

27.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 27, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on February 28, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Dry Sludge Removal – Jefferson Water Plant
FY14-044

Bids are to be mailed: City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Gustavo Guevara, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Required Submittals:

1. **Bidder information sheet (Pages 12 & 13)**
2. **Signed Bid Price Schedule (Page 14)**
3. **Conflict of Interest Disclosure (Page 16)**
4. **Please submit one original signature bid document and two copies**

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Wesley Pfeil
Rafter P. Transport
P.O. Box 1401
Floresville, Texas 78114

Re: Dry Sludge Removal
Contract FY14-044
Renewal Extension I

Dear Mr. Pfeil,

Contract for providing dry sludge removal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of five extension periods.

Service under contract:

	Unit Price
Dry Plant Sludge	$ 6.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Rafter P. Transport

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Wes Pfeil

Print Name: Wesley Pfeil

Date: 2-9-15

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Wesley Pfeil
Rafter P. Transport
P.O. Box 1401
Floresville, Texas 78114

Re: Dry Sludge Removal
Contract FY14-044
Renewal Extension I

Dear Mr. Pfeil,

Contract for providing dry sludge removal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of five extension periods.

Service under contract:

	Unit Price
Dry Plant Sludge	$ 6.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Rafter P. Transport

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

Enrique Aldape III

From: Tony Moreno
Sent: Thursday, February 05, 2015 10:07 AM
To: Enrique Aldape III
Subject: RE: March 2015 Contracts

Yes on the sludge removal. Thanks!

Tony Moreno
City Of Laredo - Utilities Department
Water Treatment Division
P 956-795-2620 | **F** 956-795-2622
E-mail: tmoreno@ci.laredo.tx.us

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: March 2015 Contracts

Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	**Utilities**	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	**Utilities**	3/17/2014	3/1
Auto Batteries	14-043	**Fleet**	3/17/2014	3/1
Wood Grinding Services	13-026	**Landfill**	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division
Phone: 956-790-1814
Fax: 956-790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

March 18, 2014

Mr. Wesley Pfeil
Rafter P. Transport
P.O. Box 1401
Floresville, Texas 78114

Re: Dry Sludge Removal
Contract FY14-044
Approved by City Council on March 17, 2014

Dear Mr. Pfeil,

This is to inform you that contract FY14-044 was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Service under contract:

	Unit Price
Dry Plant Sludge	$ 6.00

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Motions

City Council-Regular
Meeting Date: 03/17/2014
Initiated By: Jesus Olivares, Assistant City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual service contract number FY14-044 to the low bidder, Rafter P. Transport Inc., New Braunfels, TX in an amount up to $100,000.00 to haul and load dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. This contract is based on a bid of $6.00 per cubic yard of material. The frequency and number of loads vary depending on the City's need. The bid price is based on a per load rate. Funding is available in the Utilities Department – Wastewater Division budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Two bids were received for furnishing loading and hauling dry sludge from the Jefferson Water Treatment plant to the City's landfill. The frequency and number of loads vary depending on the City's need but the contract is based on an estimate of 10,000 cubic yards of sludge. All services will be secured on an as need basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution.

The contract may be extended for five, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Summary

	Rafter P. Transport Floresville, Texas	Southern Sanitation Laredo, Texas
Description	Unit Cost/Cubic Yard	Unit Cost/Cubic Yard
Dry Pant Sludge	$ 6.00	$ 6.25

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55742105333920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Bid Tabulation FY14-044
Dry Sludge Removal
February 28, 2014 @ 3:00 P.M.

			Rafter P. Transport Floresville, TX		Southern Sanitation Laredo, TX	
Description	Est. Qty	UOM	Unit Price	Total	Unit Price	Total
Dry Plant Sludge	10,000	CYD	$ 6.00	$ 60,000.00	$ 6.25	$ 62,500.00
List of references submitted			Yes		Yes	
List of equipment submitted			Yes		Yes	

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract number FY14-035 to Regional Land Management Services, Laredo, Texas in an amount up to $418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a $40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill. There will be no price increase during this extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Utilities Department – Wastewater Plant Division Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Awarded a one year contract on 3/17/14.

BACKGROUND

Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis.There will be no price increase during this extension period. Staff is recommending that this contract be renewed.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City’s discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Current Pricing:

WWTP'S to 10705 Highway 359	Est. Qty	Unit Cost/Ton	Est. Yearly Amt.
Disposal of bio-solids in approved sanitary landfill	10,469	$ 40.00	$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55942105333920

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY14-035

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Renewal Extension I

Dear Mr. Trevino,

Contract for providing bio-solid disposal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Service under contract:

	Init Cost/Ton
Disposal of bio-solids	$ 40.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Regional Land Management Services

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: ROBERTO TREVIÑO

Date: 2/12/15

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805

#1

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

PUBLIC NOTICE

DISPOSAL OF WASTEWATER BIO-SOLIDS

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract the disposal of wastewater bio-solids for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 09, 2014; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 10, 2014.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: **Disposal of Bio-Solids**
FY14-035

Bids are to be mailed:	Hand Delivered:
City of Laredo – City Secretary **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **PO Box 579** **Laredo, Texas 78042-0579**	**City of Laredo – City Secretary** **C/O Gustavo Guevara Jr.** **City Hall – Third Floor** **1110 Houston** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract the disposal of wastewater bio-solids for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on January 9, 2014** and all bids received will be **opened** and read publicly on **January 10, 2014 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Disposal of Bio-Solids
FY14-035

Bids are to be mailed:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 9th DAY OF DECEMBER 2013.

Gustavo Guevara Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS***: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder(s) based on evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED INTERESTS IN CONTRACTS

(a) No city official or employee shall directly or indirectly have a financial interest in any contract with the City, or shall be financially interested in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee.

(b) Any willful violation of this Section shall constitute malfeasance in office, and any city official or employee listed in subsection (a) who is found guilty thereof shall forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council and the case shall be referred to the proper authorities.

(c) **Financial Interest.**

A city official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) A city official, city employee, Parks & Leisure Advisory Committee Member, Historic District Land Board Member, Ethics Commission Board Member, or other decision making board member;

(2) His or her spouse, sibling, parent, child or other family member within the fourth degree of consanguinity or affinity;

(3) A business entity in which the official or employee, or his or her parent, child or spouse, directly or indirectly owns:

(A) Ten percent (10%) or more of the voting stock or shares of the business entity; or

(B) Ten percent (10%) or more of the fair market value of the business entity; or

(4) A business entity if any person or entity listed in Subsection (1),(2) or (3) above is:

(A) a subcontractor on a city contract;

(B) a partner; or

(C) a parent or subsidiary business entity.

13.3 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.4 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Disposal of Wastewater Bio-Solids
Utilities Department

14.0 Scope of Work

The City of Laredo is accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified state approved landfills within a 160 mile radius of the City Of Laredo for the disposal of up to 43,800 wet tons of bio-solids (dewatered sludge) on an annual basis. Bidders must be prepared to receive all or part of the produced volume. These solids are the by-product of the domestic treatment of wastewater and are produced by the various City of Laredo operated wastewater treatment plants. An estimated 120 wet tons per day of said solids are daily produced. These solids are dewatered using specialized belt filter presses which converts liquid sludge into a solid sludge cake. The produced sludge cake contains approximately 18 percent solids and will be hauled daily to the successful landfill for final disposal. These bio-solids must be buried daily.

14.1 Bidders must meet all FEDERAL and STATE rules and laws governing the municipal landfill operations and the domestic wastewater sludge disposal requirements.

14.2 Bidders must properly examine (a) the type or composition of the bio-solids, (b) investigate the difficulties that they might encounter when receiving the solids, (c) determine the solids disposal methods, (d) determine their disposal cells loading capacities, (e) the trucks accessibility to the unloading cells, (f) the time and days to receive proposed solids, (g) must have a state certified scale to weigh the fully loaded truck as well as the tare weight, before they submit their bid.

14.3 The proposed sludge (solids) are tested annually and have met all analysis requirements mandated by the State TCEQ chapter 30 TAC 330 and chapter 40 CFR part (261 & 268) analysis requirements (see attached documents **Exhibit 1**).

15.0 Inspections of the Wastewater Plants Facilities

Bidders desiring to inspect the plant facility to view the sludge dewatering facilities and the produced bio-solids must request and receive **authorization** from the City of Laredo Utilities Department before actual visits take place.

16.0 Specification Disposal Requirements:

The successful bidder will be asked **to daily** accept and dispose of an estimated maximum total of 120 tons (approximately 120 cubic yards) of the dewatered bio-solids. These solids have an average solids content of 18%. The solids will be transferred by the City via truck loads of 18 to 22 cubic yards (approximately 18 to 22 tons/load) between 8:00 AM to 5:00 PM. The successful landfill must be prepared to accept these loads every 2 hours or as soon as possible. These solids must be disposed and buried daily. If for whatever reasons the successful bidder is not able to accept the dewatered bio-solids on any given day, the bidder needs to inform the City at least 24 hours in advance so arrangements can be made to stop the disposal of solids for that day. If this happens, the successful bidder will be asked to make arrangements to accept 6 loads per day for the next three days to compensate for the loads that were not received.

16.1 Bidders Responsibility:

-Must be prepared to accept these loads every 2 hours
- Responsible in providing guidance to the unloading areas or cells
- Provide safe unloading grounds
- Provide a safe access to the unloading sites.
- Bury the solids daily
- Must provide a delivery ticket confirming the loads weight in tons per truck load
- Must conform to the plant's state mandated truck loads manifest tickets forms information requirements.

16.2 City Responsibilities:

-The city will be responsible to haul and unload these solids where directed by the landfill coordinators.
-Follow all rules and regulation set forth by the successful landfill bidder concerning the hauling and unloading of the solids loads.
- Provide all the solids analysis data as required by the landfill coordinators

16.3 Bidders shall make all investigations necessary to thoroughly inform themselves regarding The solids composition and appearance. No pleas of ignorance by the bidder of conditions that exist or may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. Items not mentioned in this contract but presumed required must be discussed with the City before actual implementation. City must approve the requested work item and a mutual agreement must be reached by the two parties involved. The agreement involves pricing as well.

17.0 Definitions

17.1 Sludge – The product generated and produced by the treatment of wastewater in a wastewater treatment plant.

17.2 Bio-solids definition – Wastewater sludge that is dewatered by filter presses producing a sludge cake that has an average 18-20% solids and 78-80% moisture.

17.3 Wet Tons –Weight of sludge that has been dewatered through belt pressing and contains an average of eighteen (18) percent solids. It is also referred as sludge cake.

17.4 Sludge Analysis- Laboratory analysis performed to determine the toxicity or hazardous of the produced sludge.

17. 5 Sludge Cake - shall refer to the sludge that is produced in the filtration process. The present average percent solids of this sludge cake are 18% with a range of approximately 15- 20%. This is also referred to as dewatered sludge.

17. 6 City - Shall mean the City of Laredo-Utilities Department

17.7 Questions regarding this bid specification shall be submitted in writing14 days before the date of the bid to:

Enrique Aldape,
City of Laredo Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Email: ealdape@ci.laredo.tx.us
Fax: 956-790-1805

17.8 Contact Persons: Utilities Department: Jose Chavarria (956) 721-2022 or e-mail jchavarria@ci.laredo.tx.us, Angel Leon (956)-721-2022 or email aleon@ci.laredo.tx.us

18.0 Term

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which are attached and made part of these specifications. This contract will be **awarded to the lowest responsible bidder** whose proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Annual Supply Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 The City of Laredo reserves the right to produce more or less than the quantities indicated on the bid schedule. All quantities listed are ***estimates only*** for bidding purposes only and not to be interpreted as a guarantee to purchase. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council.

20.0 Contract Payment Schedule

20.1 All contract payments shall be understood to be subject to appropriation by the City of Laredo on an annual budget basis.

20.2 Payment for the disposal of dewatered solids shall be on a per ton basis, which is based on documentation of weight amounts before and after loading for each load taken and recorded at a certified scale acceptable to the City. Payment shall be for the disposal of sludge, along with all work incidentals to complete the work.

20.3 Actual payment for the above-identified services shall be paid monthly by the City after receipt of appropriately documented invoices from the successful bidder.

20.4 The contractor shall perform and provide services under the contract and shall not be entitled to any compensation in addition to the amount provided under the contract for the term of the contract.

20.5 Invoicing

When submitting invoices for payment, successful bidder must enter the total amount of wet tons received per week on each invoice. Example:

First Week (Date)	_____	Tons
Second Week (Date)	_____	Tons
Third Week (Date)	_____	Tons
Fourth Week (Date)	_____	Tons

21.0 Required Submittals

You are asked to respond to the following questions and provide concise responses to these questions.

21.1 Bidder Questionnaire / Vendor Information Sheet - completed and signed by authorized company representative

21.2 Conflict of Interest Questionnaire

21.3 Evaluation questionnaire and pricing information.

Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) REGIONAL LAND MANAGEMENT SERVICES

Signature of person authorized to sign bid _____ Date 1/2/14

Print Name of person authorized to sign bid ROBERTO TREVIÑO

Title: MANAGER

Business Address: P.O. BOX 333

City, State, Zip Code: LAREDO, TEXAS 78042

Telephone Number: 956-723-3333 Fax Number: 956-791-5912

Contact Person Email Address: RLT4@SBCGLOBAL.NET

Federal Tax ID Number: 74-2898163

Bidders Principal/Corporate Place of Business Address: 220 GUADALUPE LAREDO, TEXAS 78040

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 15 years

If applicable, list all other names under which the Business identified above operated in the last five years.

dba Ponderosa Regional Landfill

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

Tab B- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

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.**

Roberto Treviño

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Jose Flores / Airport Director
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves 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. Airport Board Member

Signature of person doing business with the governmental entity

1/2/14
Date

Tab C Bid Price Schedule

22.0 Provide proposed pricing for all the services listed.

Description		Estimate Qty	Unit Price/Ton	Total
Base Bid	Disposal of bio-solids in an approved sanitary landfill	43,800 tons	$40 or see below	$ 1,752,000

$21 per ton if RLMS receives 100% of all sludge generated
TOTAL $919,800

Company Name: REGIONAL LAND MANAGEMENT SERVICES

Owner/President Name: ROBERTO TREVINO / MANAGER

Company Address: P.O. BOX 333

City, State, Zip Code: LAREDO, TEXAS 78042

Company Authorized Representative's Signature:

Company Representative's Name: ROBERTO TREVIÑO

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

Physical Address of landfill : 10705 STATE HWY 359 78046

Please submit one original signature bid document and two copies.

Exhibit I

WASTEWATER TREATMENT PLANT
TCLP FOR 2012 - 2013

TCLP EXTRACTABLE METALS	UNIT	ZACATE CREEK SEP - 12	ZACATE CREEK MAR - 13	SOUTHSIDE SEP- 12	SOUTHSIDE MAR - 13	NORTH LAREDO NOV - 12	NORTH LAREDO MAR - 13	UNITEC APR - 13	L. COLOMBIA APR - 13	PENITAS APR - 13
Arsenic (As)	mg/L	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
Barium (Ba)	mg/L	0.092	0.083	0.097	0.1	0.14	0.17	0.18	0.3	0.3
Cadmium (cd)	mg/L	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050
Chromium (Cr)	mg/L	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	0.015	<0.010	<0.010
Lead (Pb)	mg/L	<0.010	<0.010	<0.010	0.013	<0.010	0.011	<0.010	<0.010	<0.010
Selenium (Se)	mg/L	0.011	<0.010	<0.010	<0.10	<0.010	<0.10	<0.010	<0.010	<0.010
Silver (Ag)	mg/L	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050
Mercury (Hg)	mg/L	<0.002	<0.002	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020	<0.0020
TCLP PESTICIDES										
Chlordane	mg/L	<0.025	<25 ug/l	<0.025	<25 ug/l	<0.025	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Endrin	mg/L	<0.0050	<2.5 ug/l	<0.0050	<2.5 ug/l	<0.0050	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l
Heptachlor	mg/L	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l
Heptachlor Epoxide	mg/L	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l
Lindane	mg/L	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l
Methoxychlor	mg/L	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<0.0025	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l	<2.5 ug/l
Toxaphene	mg/L	<0.25	<250 ug/l	<0.25	<250 ug/l	<0.25	<250 ug/l	<250 ug/l	<250 ug/l	<250 ug/l
TCLP HERBICIDES										
2,4,D	mg/L	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l
2,4,5-TP (Silvex)	mg/L	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l
TCLP SEMIVOLATILE ORGANICS										
1,4-Dichlorobenzene	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
2,4-Dinitrotoluene	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Hexachlorobenzene	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Hexachlorbutadiene	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Hexachloroethane	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Nitrobenzene	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Pyridine	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Total Cresol	mg/L	190 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
Pentachlorophenol	mg/L	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l	<500 ug/l
2,4,5 - Trichlorophenol	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
2,4,6 - Trichlorophenol	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l
TCLP VOLATILE ORGANICS										
Benzene	mg/L	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l	<50 ug/l
Carbon Tetrachloride	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Chlorobenzene	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Chloroform	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
1,2 - Dichloroethane	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
1,1 - Dichloroethylene	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Methyl Ethyl Ketone	mg/L	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	<100 ug/l	110 ug/l	<100 ug/l
Tetrachloroethylene	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Trichloroethylene	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l
Vinyl Chloride	mg/L	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l	<25 ug/l

ZACATE CREEK WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	SEP - 12	NOV - 12	JAN - 13	MAR - 13	JUN - 13	AUG - 13
Corrosivity (pH Liquids)	SU	6.30	6.20	6.2	6.40	6.30	6.3
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.38	0.27
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.45	0.23
Solid, Selenium (Se)	mg/Kg	<0.80	<0.94	<0.99	<0.96	0.34	0.21
Solid, Zinc (Zc)	mg/Kg	21	13	13	12	24	140
Solid, Arsenic (As)	mg/Kg	<1.6	<1.9	<2.0	<1.9	0.15	<0.13
Solid, Cadmium (Cd)	mg/Kg	<0.40	<0.47	<0.50	<0.48	0.13	<0.033
Solid, Chromium (Cr)	mg/Kg	<0.80	<0.94	<0.99	<0.96	0.46	0.27
Solid, Copper (Cu)	mg/Kg	8.7	5.4	5	4.1	7.9	6
Solid, Lead (Pb)	mg/Kg	0.57	<0.47	<0.50	<0.48	0.66	0.3
Solid, Mercury (Hg)	mg/Kg	<0.12	<0.10	<0.090	<0.11	<0.0099	0.019
PCB's	mg/Kg	<0.099			<0.32		

SOUTHSIDE WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	SEP - 12	NOV - 12	JAN - 13	MAR - 13	JUN - 13	AUG - 13
Corrosivity (pH Liquids)	SU	6.60	6.70	6.50	6.60	6.60	6.5
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.9	<2.0	<1.7	0.14	<0.12
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.9	<2.0	<1.7	0.19	0.12
Solid, Selenium (Se)	mg/Kg	<0.79	<0.96	<0.99	<0.86	0.23	0.3
Solid, Zinc (Zc)	mg/Kg	11	6.6	6.5	9.3	10	6.9
Solid, Arsenic (As)	mg/Kg	<1.6	<1.9	<2.0	<1.7	<0.13	<0.14
Solid, Cadmium (Cd)	mg/Kg	<0.39	<0.48	<0.50	<0.43	0.038	<0.035
Solid, Chromium (Cr)	mg/Kg	<0.79	<0.96	<0.99	<0.86	0.19	<0.13
Solid, Copper (Cu)	mg/Kg	4.60	2.9	2.6	2.70	3.6	2.3
Solid, Lead (Pb)	mg/Kg	<0.39	<0.48	<0.50	<0.43	0.27	<0.15
Solid, Mercury (Hg)	mg/Kg	<0.12	<0.11	<0.089	<0.11	<0.0086	<0.0096
PCB's	mg/Kg	<0.098			<0.33		

NORTH LAREDO WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	SEP - 12	MAR - 13
Corrosivity (pH Liquids)	SU	6.70	6.90
Solid, Molybdenum (Mo)	mg/Kg	<1.6	<1.9
Solid, Nickel (Ni)	mg/Kg	<1.6	<1.9
Solid, Selenium (Se)	mg/Kg	<0.79	<0.96
Solid, Zinc (Zc)	mg/Kg	7.1	8.7
Solid, Arsenic (As)	mg/Kg	<1.6	<1.9
Solid, Cadmium (Cd)	mg/Kg	<0.40	<.048
Solid, Chromium (Cr)	mg/Kg	<0.79	<0.96
Solid, Copper (Cu)	mg/Kg	4.1	2.80
Solid, Lead (Pb)	mg/Kg	<0.40	<0.48
Solid, Mercury (Hg)	mg/Kg	<0.13	<0.10
PCB's	mg/Kg	<0.099	<0.33

UNITEC WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	6.50
Solid, Molybdenum (Mo)	mg/Kg	<1.8
Solid, Nickel (Ni)	mg/Kg	<1.8
Solid, Selenium (Se)	mg/Kg	<0.90
Solid, Zinc (Zc)	mg/Kg	17
Solid, Arsenic (As)	mg/Kg	<1.8
Solid, Cadmium (Cd)	mg/Kg	<0.45
Solid, Chromium (Cr)	mg/Kg	<0.90
Solid, Copper (Cu)	mg/Kg	3.1
Solid, Lead (Pb)	mg/Kg	<0.45
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.33

LAREDO COLOMBIA WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	5.90
Solid, Molybdenum (Mo)	mg/Kg	<1.9
Solid, Nickel (Ni)	mg/Kg	<1.9
Solid, Selenium (Se)	mg/Kg	<0.93
Solid, Zinc (Zc)	mg/Kg	4.1
Solid, Arsenic (As)	mg/Kg	<1.9
Solid, Cadmium (Cd)	mg/Kg	<0.47
Solid, Chromium (Cr)	mg/Kg	<0.93
Solid, Copper (Cu)	mg/Kg	<1.9
Solid, Lead (Pb)	mg/Kg	<0.47
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.32

PEÑITAS WWTP PERMIT ANALYSIS
SLUDGE QUALITY
DATA FOR 2012 - 2013

PARAMETER	UNIT	APR - 13
Corrosivity (pH Liquids)	SU	6.70
Solid, Molybdenum (Mo)	mg/Kg	<1.7
Solid, Nickel (Ni)	mg/Kg	<1.7
Solid, Selenium (Se)	mg/Kg	<0.85
Solid, Zinc (Zc)	mg/Kg	7.7
Solid, Arsenic (As)	mg/Kg	<1.7
Solid, Cadmium (Cd)	mg/Kg	<0.42
Solid, Chromium (Cr)	mg/Kg	<0.85
Solid, Copper (Cu)	mg/Kg	3.5
Solid, Lead (Pb)	mg/Kg	<0.42
Solid, Mercury (Hg)	mg/Kg	<0.11
PCB's	mg/Kg	<0.33

City of Laredo
Bid Tabulation Report (1)
Various Departments
Promotional Items

City of Laredo
Bid Tabulation Report (2)
Various Departments
Promotional Items

Description	Qty	Nationwide Advertising Co. Arlington, TX		Indoff, Inc. Laredo, TX		LF Enterprises Laredo, TX		J. Paul Company Lewisville, TX		Industries for the Blind, Inc. West Allis, WI		Atuhentic Promotions.com Carmichael, CA		Ad Wear & Specialty of Texas Houston, TX		Positiive Promotions, Inc. Hauppauge, NY		Halo Branded Solutions Sugar Land, TX		4Imprint Oshkosh, WI		Canada Mostin Trading Corp. NY, ON, Canada		Authentic Promotions.com Carmicheal, CA	
		Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price	Quoted Price	Total Price
Section I																									
1 Brown Kraft Recycled Paper Bags	250	$ -	$ -	$ 0.70	$ 175.00	$ 0.75	$ 187.50	$ 0.70	$ 175.00	$ -	$ -	$ -	$ -	$ 0.88	$ 220.00	$ 0.81	$ 202.50	$ 0.8000	$ 200.00	$ 0.91	$ 227.50	$ -	$ -	$ 0.49	$ 122.50
2 Max Glide Stick Pen	1,000	$ -	$ -	$ 0.25	$ 250.00	$ 0.25	$ 250.00	$ 0.27	$ 270.00	$ -	$ -	$ -	$ -	$ 0.28	$ 280.00	$ 0.27	$ 270.00	$ 0.2650	$ 265.00	$ 0.25	$ 250.00	$ -	$ -	$ 0.23	$ 230.00
3 Plastic Hand Fan	1,000	$ -	$ -	$ 0.58	$ 580.00	$ 0.60	$ 600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.43	$ 430.00	$ 0.88	$ 880.00	$ 0.6630	$ 663.00	$ 0.59	$ 590.00	$ -	$ -	$ 0.65	$ 650.00
4 Microfiber Cleaning Cloth	250	$ -	$ -	$ 0.86	$ 215.00	$ 0.94	$ 235.00	$ 0.75	$ 187.50	$ -	$ -	$ -	$ -	$ 0.78	$ 195.00	$ 0.87	$ 217.50	$ 0.7400	$ 185.00	$ 0.68	$ 170.00	$ -	$ -	$ 0.54	$ 135.00
5 Value Sticker (rolls)	5	$ -	$ -	######	$ 290.00	######	$ 300.00	######	$ 229.75	$ -	$ -	$ -	$ -	$20.06	$ 100.30	######	$ 213.80	$50.4800	$ 252.40	$58.18	$ 290.90	$ -	$ -	######	$ 300.00
6 "Hang In There" lanyards	300	$ -	$ -	$ 1.25	$ 375.00	$ 1.30	$ 390.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.13	$ 339.00	$ 1.14	$ 342.00	$ 2.6530	$ 795.90	$ 1.40	$ 420.00	$ -	$ -	$ 0.89	$ 267.00
7 Balloons	1,000	$ -	$ -	$ 0.18	$ 180.00	$ 0.20	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.18	$ 180.00	$ 0.29	$ 290.00	$ 0.1680	$ 168.00	$ 0.16	$ 160.00	$ -	$ -	$ 0.16	$ 160.00
8 Budgeteer Pencils	1,008	$ -	$ -	$ 0.18	$ 181.44	$ 0.19	$ 191.52	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.27	$ 272.16	$ 0.18	$ 181.44	$ 0.2120	$ 213.70	$ 0.21	$ 211.68	$ -	$ -	$ 0.12	$ 120.96
9 Memo Books	250	$ -	$ -	$ 0.62	$ 155.00	$ 0.65	$ 162.50	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.66	$ 165.00	$ 1.92	$ 480.00	$ 0.8480	$ 212.00	$ 0.63	$ 157.50	$ -	$ -	$ 0.89	$ 222.50
			$ -		$ 2,401.44		$ 2,516.52		$ 862.25		$ -		$ -		$ 2,181.46		$ 3,077.24		$ 2,955.00		$ 2,477.58		$ -		$ 2,207.96
Section II																									
1 Mini Roll Cart	1,000	$ -	$ -	$ 3.30	$ 3,300.00	$ 3.35	$ 3,350.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.64	$ 1,640.00	$ -	$ -	$ 1.7370	$ 1,737.00	$ -	$ -	$ -	$ -	$ 1.49	$ 1,490.00
			$ -		$ 3,300.00		$ 3,350.00		$ -		$ -		$ -		$ 1,640.00		$ -		$ 1,737.00		$ -		$ -		$ 1,490.00
Section III																									
1 Stadium Cups	2,000	$ -	$ -	$ 0.55	$ 1,100.00	$ 0.59	$ 1,180.00	$ 0.58	$ 1,160.00	$ 0.58	$ 1,160.00	$ -	$ -	$ 0.59	$ 1,180.00	$ 0.63	$ 1,260.00	$ 0.5925	$ 1,185.00	$ 0.62	$ 1,240.00	$ -	$ -	$ 0.52	$ 1,040.00
2 First Aid Kit Pocket Packs	3,000	$ -	$ -	$ 0.43	$ 1,290.00	$ 0.45	$ 1,350.00	$ -	$ -	$ 0.70	$ 2,100.00	$ -	$ -	$ 1.06	$ 3,180.00	$ 0.73	$ 2,190.00	$ 0.5220	$ 1,566.00	$ 0.53	$ 1,590.00	$ -	$ -	$ 0.57	$ 1,710.00
3 Fire Truck Bank	500	$ -	$ -	$ 0.58	$ 290.00	$ 0.60	$ 300.00	$ -	$ -	$ 0.69	$ 345.00	$ -	$ -	$ 0.72	$ 360.00	$ 0.65	$ 325.00	$ 0.6900	$ 345.00	$ 0.83	$ 415.00	$ -	$ -	$ 0.67	$ 335.00
4 Ambulance Bank	500	$ -	$ -	$ 0.58	$ 290.00	$ 0.60	$ 300.00	$ -	$ -	$ 0.69	$ 345.00	$ -	$ -	$ 0.72	$ 360.00	$ 0.65	$ 325.00	$ 0.6900	$ 345.00	$ 0.83	$ 415.00	$ -	$ -	$ 0.67	$ 3[illegible]
5 Coin Pincher	1,000	$ -	$ -	$ 1.05	$ 1,050.00	$ 1.10	$ 1,100.00	$ -	$ -	$ 0.72	$ 720.00	$ -	$ -	$ 1.06	$ 1,060.00	$ 0.74	$ 740.00	$ 0.8180	$ 818.00	$ 1.07	$ 1,070.00	$ -	$ -	$ 0.99	$ [illegible]
6 Lamis Card Case	500	$ -	$ -	$ 2.15	$ 1,075.00	$ 2.25	$ 1,125.00	$ -	$ -	$ 8.25	$ 4,125.00	$ -	$ -	$ 1.93	$ 965.00	$ 2.13	$ 1,065.00	$ 2.0300	$ 1,015.00	$ 1.90	$ 950.00	$ -	$ -	$ 2.14	$ 1,0[illegible]
7 Emergency Pencil Pouch Gift Se	3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.52	$ 4,560.00	$ -	$ -	$ 3.46	$ 10,380.00	$ 1.25	$ 3,750.00	$ 2.3800	$ 7,140.00	$ 1.55	$ 4,650.00	$ -	$ -	$ 1.75	$ 5,250.00
8 Water Bottle Kit (Packages)	1,000	$ -	$ -	$ 2.60	$ 2,600.00	$ 2.50	$ 2,500.00	$ -	$ -	$ 3.30	$ 3,300.00	$ -	$ -	$ 3.73	$ 3,730.00	$ 1.68	$ 1,680.00	$ 2.6050	$ 2,605.00	$ -	$ -	$ -	$ -	$ 2.49	$ 2,490.00
9 USB Car Charger	500	$ -	$ -	$ 1.30	$ 650.00	$ 1.35	$ 675.00	$ 1.27	$ 635.00	$ 1.31	$ 655.00	$ -	$ -	$ 1.21	$ 605.00	$ 1.35	$ 675.00	$ 1.3500	$ 675.00	$ 1.51	$ 755.00	$ -	$ -	$ 1.29	$ 645.00
10 Car Sun Shade	100	$ -	$ -	$ 5.90	$ 590.00	$ 6.00	$ 600.00	$ -	$ -	######	$ 1,050.00	$ -	$ -	$ 6.51	$ 651.00	$ 6.20	$ 620.00	$ 7.1400	$ 714.00	$ 7.44	$ 744.00	$ -	$ -	$ 8.45	$ 845.00
11 Ear Buds w/ pouch	250	$ -	$ -	$ 1.70	$ 425.00	$ 1.75	$ 437.50	$ -	$ -	$ 2.37	$ 592.50	$ -	$ -	$ 2.08	$ 520.00	$ 2.12	$ 530.00	$ 2.0000	$ 500.00	$ 2.39	$ 597.50	$ -	$ -	$ 4.39	$ 1,097.50
12 Wooden Toothpick Holder	2,000	$ -	$ -	$ 0.95	$ 1,900.00	$ 0.98	$ 1,960.00	$ -	$ -	$ 0.72	$ 1,440.00	$ -	$ -	$ 0.63	$ 1,260.00	$ 0.99	$ 1,980.00	$ 1.0040	$ 2,008.00	$ 0.53	$ 1,060.00	$ -	$ -	$ 0.84	$ 1,680.00
13 3 Ink Color Pens	5,000	$ -	$ -	$ 0.42	$ 2,100.00	$ 0.44	$ 2,200.00	$ -	$ -	$ 0.39	$ 1,950.00	$ -	$ -	$ 0.34	$ 1,700.00	$ 0.44	$ 2,200.00	$ 0.4290	$ 2,145.00	$ 0.54	$ 2,700.00	$ -	$ -	$ 0.35	$ 1,750.00
14 Mood Pencils	5,000	$ -	$ -	$ 0.28	$ 1,400.00	$ 0.29	$ 1,450.00	$ -	$ -	$ 0.22	$ 1,100.00	$ -	$ -	$ 0.22	$ 1,100.00	$ 0.25	$ 1,250.00	$ 0.2320	$ 1,160.00	$ 0.25	$ 1,250.00	$ -	$ -	$ 0.17	$ 850.00
15 Pillboxes	1,000	$ -	$ -	$ 0.58	$ 580.00	$ 0.60	$ 600.00	$ -	$ -	$ 0.72	$ 720.00	$ -	$ -	$ 0.75	$ 750.00	$ 0.76	$ 760.00	$ 0.8680	$ 868.00	$ 0.72	$ 720.00	$ -	$ -	$ 0.69	$ 690.00
			$ -		$ 15,340.00		$ 15,777.50		$ 1,795.00		$ 24,162.50		$ -		$ 27,801.00		$ 19,350.00		$ 23,089.00		$ 18,156.50		$ -		$ 20,777.50
Section IV																									
1 Eisute Duffel Bag (Embroidered	100	$ -	$ -	######	$ 1,350.00	######	$ 1,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 9.45	$ 945.00	######	$ 2,268.00	$19.1400	$ 1,914.00	$12.33	$ 1,233.00	$ -	$ -	######	$ 1,835.00
2 Candy Jar	72	$ -	$ -	$ 4.90	$ 352.80	$ 5.00	$ 360.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 6.17	$ 444.24	$ 4.60	$ 331.20	$ 5.5600	$ 400.32	$ 6.37	$ 458.64	$ -	$ -	$ 4.59	$ 330.48
3 Glass Sets	100	$ -	$ -	$ 8.50	$ 850.00	$ 8.00	$ 800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 9.44	$ 944.00	$ 5.90	$ 590.00	$ 9.9730	$ 997.30	$ 8.13	$ 813.00	$ -	$ -	######	$ 2,975.00
4 Bluetooth Speaker	10	$ -	$ -	######	$ 390.00	######	$ 380.00	$ -	$ -	$ -	$ -	$ -	$ -	$64.84	$ 648.40	######	$ 389.50	$36.9800	$ 369.80	$43.96	$ 439.60	$ -	$ -	######	$ 439.90
			$ -		$ 2,942.80		$ 3,040.00		$ -		$ -		$ -		$ 2,981.64		$ 3,578.70		$ 3,681.42		$ 2,944.24		$ -		$ 5,580.38
Section V																									
1 Tote Collection Bag	250	$ 0.99	$ 247.50	$ 1.90	$ 475.00	$ 2.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.36	$ 340.00	$ 1.04	$ 260.00	$ 1.0640	$ 266.00	$ 1.20	$ 300.00	$ -	$ -	$ 0.88	$ 220.00
2 Zip Purse	250	$ 0.98	$ 245.00	$ 0.97	$ 242.50	$ 1.00	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.07	$ 267.50	$ 1.03	$ 257.50	$ 1.0600	$ 265.00	$ 1.44	$ 360.00	$ -	$ -	$ 0.93	$ 232.50
3 Sport Ball 7" Football	200	$ 1.55	$ 310.00	$ 1.05	$ 210.00	$ 1.10	$ 220.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.89	$ 378.00	$ 1.27	$ 254.00	$ 1.6200	$ 324.00	$ 1.99	$ 398.00	$ -	$ -	$ 1.49	$ 298.00
4 Big Button Pen	500	$ 0.22	$ 110.00	$ 0.98	$ 490.00	$ 1.05	$ 525.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.22	$ 110.00	$ 0.24	$ 120.00	$ 0.3120	$ 156.00	$ 0.27	$ 135.00	$ -	$ -	$ 0.22	$ 110.00
			$ 912.50		$ 1,417.50		$ 1,495.00		$ -		$ -		$ -		$ 1,095.50		$ 891.50		$ 1,011.00		$ 1,193.00		$ -		$ 860.50
Section VI																									
1 Paper Bags	2,000	$ -	$ -	$ 0.55	$ 1,100.00	$ 0.53	$ 1,060.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.54	$ 1,080.00	$ -	$ -	$ 0.4630	$ 926.00	$ 0.69	$ 1,380.00	$0.450	$ 900.00	$ 0.55	$ 1,100.00
2 Woven Bags	2,000	$ -	$ -	$ 1.60	$ 3,200.00	$ 1.55	$ 3,100.00	$ 0.92	$ 1,840.00	$ -	$ -	$ -	$ -	$ 1.73	$ 3,460.00	$ -	$ -	$ 1.8160	$ 3,632.00	$ 1.73	$ 3,460.00	$0.890	$ 1,780.00	$ 1.36	$ 2,720.00
3 Convention Bags	######	$ -	$ -	$ 0.23	$ 4,600.00	$ 0.22	$ 4,400.00	$ 0.29	$ 5,800.00	$ -	$ -	$ -	$ -	$ 0.32	$ 6,400.00	$ -	$ -	$ 0.2560	$ 5,120.00	$ 0.28	$ 5,600.00	$0.165	$ 3,300.00	$ 0.22	$ 4,400.00
4 Mini Elm Totes	400	$ -	$ -	$ 0.97	$ 388.00	$ 0.98	$ 392.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.99	$ 396.00	$ -	$ -	$ 1.0290	$ 411.60	$ 1.15	$ 460.00	$0.790	$ 316.00	$ 0.79	$ 3[illegible]
5 Messenger Bags	250	$ -	$ -	$ 4.95	$ 1,237.50	$ 5.00	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 6.25	$ 1,562.50	$ -	$ -	$ 6.2220	$ 1,555.50	$ 7.69	$ 1,922.50	$7.750	$ 1,937.50	$ 4.49	$ 1,1[illegible]
6 Drawstring Bags Cinch Pack	1,000	$ -	$ -	$ 1.05	$ 1,050.00	$ 1.10	$ 1,100.00	$ 1.26	$ 1,260.00	$ -	$ -	$ -	$ -	$ 1.80	$ 1,800.00	$ -	$ -	$ 2.6100	$ 2,610.00	$ 1.60	$ 1,600.00	$1.090	$ 1,090.00	$ 0.79	$ 790.00
7 Refelctive Drawstring Backpacks	2,000	$ -	$ -	$ 1.97	$ 3,940.00	$ 1.87	$ 3,740.00	$ 1.93	$ 3,860.00	$ -	$ -	$ -	$ -	$ 1.72	$ 3,440.00	$ -	$ -	$ 2.4140	$ 4,828.00	$ 1.73	$ 3,460.00	$1.690	$ 3,380.00	$ 1.67	$ 3,340.00
8 All In One Fanny Packs	250	$ -	$ -	$ 4.35	$ 1,087.50	$ 4.40	$ 1,100.00	$ 4.56	$ 1,140.00	$ -	$ -	$ -	$ -	$ 5.69	$ 1,422.50	$ -	$ -	$ 4.2220	$ 1,055.50	$ 6.29	$ 1,572.50	$6.000	$ 1,500.00	$ 3.95	$ 987.50
9 Letter Openers & Staple Removers	1,000	$ -	$ -	$ 0.68	$ 680.00	$ 0.70	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 0.72	$ 720.00	$ -	$ -	$ 0.6650	$ 665.00	$ 0.74	$ 740.00	$ -	$ -	$ 0.52	$ 520.00
10 Clips, Star Shaped	1,500	$ -	$ -	$ 0.95	$ 1,425.00	$ 1.00	$ 1,500.00	$ 0.84	$ 1,260.00	$ -	$ -	$ -	$ -	$ 0.98	$ 1,470.00	$ -	$ -	$ 0.9670	$ 1,450.50	$ 1.59	$ 2,385.00	$0.850	$ 1,275.00	$ 0.69	$ 1,035.00
11 Mardi Gras Pen	4,000	$ -	$ -	$ 0.34	$ 1,360.00	$ 0.35	$ 1,400.00	$ 0.35	$ 1,400.00	$ -	$ -	$ 0.27	$ 1,080.00	$ 0.34	$ 1,360.00	$ -	$ -	$ 0.3335	$ 1,334.00	$ 0.25	$ 1,000.00	$0.240	$ 960.00	$ 0.28	$ 1,120.00
12 Matchbook Flag Holder	1,000	$ -	$ -	$ 0.44	$ 440.00	$ 0.45	$ 450.00	$ 0.45	$ 450.00	$ -	$ -	$ -	$ -	$ 0.35	$ 350.00	$ -	$ -	$ 0.4640	$ 464.00	$ 0.55	$ 550.00	$0.590	$ 590.00	$ 0.34	$ 340.00
13 Translucent Zippered Coin Pouches	500	$ -	$ -	$ 0.90	$ 450.00	$ 0.92	$ 460.00	$ 0.83	$ 415.00	$ -	$ -	$ -	$ -	$ 0.88	$ 440.00	$ -	$ -	$ 0.9120	$ 456.00	$ 0.83	$ 415.00	$1.050	$ 525.00	$ 0.76	$ 380.00
14 Sungalsses	500	$ -	$ -	$ 0.92	$ 460.00	$ 0.94	$ 470.00	$ 0.98	$ 490.00	$ -	$ -	$ -	$ -	$ 0.90	$ 450.00	$ -	$ -	$ 0.9760	$ 488.00	$ 1.14	$ 570.00	$1.180	$ 590.00	$ 0.76	$ 380.00
15 Back Scratchers w/ Shoe Horn	300	$ -	$ -	$ 0.85	$ 255.00	$ 0.87	$ 261.00	$ 0.94	$ 282.00	$ -	$ -	$ -	$ -	$ 1.40	$ 420.00	$ -	$ -	$ 0.9680	$ 290.40	$ 1.35	$ 405.00	$ -	$ -	$ 0.74	$ 222.00
16 Lanyards	300	$ -	$ -	$ 1.35	$ 405.00	$ 1.40	$ 420.00	$ 1.07	$ 321.00	$ -	$ -	$ -	$ -	$ 0.98	$ 294.00	$ -	$ -	$ 0.9400	$ 282.00	$ 0.95	$ 285.00	$0.890	$ 267.00	$ 1.06	$ 318.00
17 USB Chargers	500	$ -	$ -	$ 1.65	$ 825.00	$ 1.70	$ 850.00	$ 1.94	$ 970.00	$ -	$ -	$ -	$ -	$ 2.22	$ 1,110.00	$ -	$ -	$ 1.6400	$ 820.00	$ 2.10	$ 1,050.00	$ -	$ -	$ 1.25	$ 625.00
18 USB Wall Chargers	500	$ -	$ -	$ 1.85	$ 925.00	$ 1.95	$ 975.00	$ 1.88	$ 940.00	$ -	$ -	$ -	$ -	$ 2.06	$ 1,030.00	$ -	$ -	$ 2.1000	$ 1,050.00	$ 2.01	$ 1,005.00	$ -	$ -	$ 1.99	$ 995.00
19 Coolies	3,000	$ -	$ -	$ 1.20	$ 3,600.00	$ 1.35	$ 4,050.00	$ 0.57	$ 1,710.00	$ -	$ -	$ -	$ -	$ 0.67	$ 2,010.00	$ -	$ -	$ 1.2450	$ 3,735.00	$ 1.61	$ 4,830.00	#####	$ 2,250.00	$ 1.78	$ 5,340.00
20 Magnetic Can Coolers	1,000	$ -	$ -	$ 2.65	$ 2,650.00	$ 2.75	$ 2,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.98	$ 1,980.00	$ -	$ -	$ 2.6550	$ 2,655.00	$ -	$ -	$1.390	$ 1,390.00	$ 2.56	$ 2,560.00
21 Lunch Bags	100	$ -	$ -	$ 1.85	$ 185.00	$ 1.90	$ 190.00	$ 2.26	$ 226.00	$ -	$ -	$ -	$ -	$ 2.80	$ 280.00	$ -	$ -	$ 2.6500	$ 265.00	$ 2.85	$ 285.00	$ -	$ -	$ 1.95	$ 195.00
22 Acrylic Tumblers	120	$ -	$ -	$ 5.00	$ 600.00	$ 5.25	$ 630.00	$ 5.45	$ 654.00	$ -	$ -	$ -	$ -	$ 5.39	$ 646.80	$ -	$ -	$ 5.0500	$ 606.00	$ 5.82	$ 698.40	$ -	$ -	$ 3.79	$ 454.80
23 Bradford Journal w/ Pen	250	$ -	$ -	$ 4.65	$ 1,162.50	$ 4.70	$ 1,175.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3.82	$ 955.00	$ -	$ -	$ 5.1460	$ 1,286.50	$ 5.72	$ 1,430.00	$ -	$ -	$ 3.36	$ 840.00
24 Swinging USB Drive 4GE	250	$ -	$ -	$ 7.50	$ 1,875.00	$ 8.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 6.10	$ 1,525.00	$ -	$ -	$ 6.8200	$ 1,705.00	$ 6.67	$ 1,667.50	#####	$ 1,312.50	$ -	$ -
25 Luxury Valet Key Holder	100	$ -	$ -	$ 6.50	$ 650.00	$ 6.50	$ 650.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3.95	$ 395.00	$ -	$ -	$ 3.9820	$ 398.20	$ 4.29	$ 429.00	$ -	$ -	$ -	$ -
26 Aztec Flare Mugs	360	$ -	$ -	$ 2.45	$ 882.00	$ 2.50	$ 900.00	$ 3.11	$ 1,119.60	$ -	$ -	$ -	$ -	$ 3.43	$ 1,234.80	$ -	$ -	$ 3.1100	$ 1,119.60	$ 2.97	$ 1,069.20	$ -	$ -	$ -	$ -
27 Magnifier & Paperweight	80	$ -	$ -	######	$ 808.00	######	$ 960.00	$ -	$ -	$ -	$ -	$ -	$ -	#####	$ 958.40	$ -	$ -	#######	$ 944.00	#####	$ 1,088.80	$ -	$ -	$ -	$ -

City of Laredo
Purchasing Division

RENEWAL NOTICE

February 5, 2015

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Renewal Extension I

Dear Mr. Trevino,

Contract for providing bio-solid disposal services for the City of Laredo Utilities Department was awarded to your company on 3/17/14. This award provided for the possible extension of this contract for one additional twelve month period with the same contract pricing. This is the first of three extension periods.

Service under contract:

	Unit Cost/Ton
Disposal of bio-solids	$ 40.00

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Regional Land Management Services

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Enrique Aldape III

From: Tomas M. Rodriguez, Jr.
Sent: Thursday, February 05, 2015 9:35 PM
To: Jose Chavarria
Cc: Enrique Aldape III; Alonzo Diaz; Orlando Perez; Tomas Hernandez; Humberto Salinas; South Plant; Gloria P. Saavedra
Subject: RE: March 2015 Contracts

Chava,
I agree to renew the contract with Ponderosa Landfill.
Tomas

From: Jose Chavarria
Sent: Thursday, February 05, 2015 11:56 AM
To: Tomas M. Rodriguez, Jr.
Cc: Enrique Aldape III; Alonzo Diaz; Orlando Perez; Tomas Hernandez; Humberto Salinas; South Plant; Gloria P. Saavedra
Subject: FW: March 2015 Contracts

Sir,

The current Bio-solids Disposal contract for the Ponderosa Landfill will expire on March 17, 2015. With your approval, I recommend to renewed the contract for the second year.

From: Enrique Aldape III
Sent: Thursday, February 05, 2015 9:29 AM
To: Jack Dunn, Jr.; Ronald W. Miller; Ruben Amesquita; William Mastin; Tony Moreno; Jose Chavarria; Alonzo Diaz; Ernesto Elizondo, Jr.; Stephen R. Geiss
Subject: March 2015 Contracts

Good morning

Please advise if you wish to renew the following contracts which expire in March 2015. All these contracts have extensions.

MARCH 2015		Department	Awarded	E
Bio-Solid Disposal	14-035	**Utilities**	3/17/2014	3/1
Dry Sludge Removal-Jefferson Water Plant	14-044	**Utilities**	3/17/2014	3/1
Auto Batteries	14-043	**Fleet**	3/17/2014	3/1
Wood Grinding Services	13-026	**Landfill**	3/18/2013	3/1

Thanks

Enrique Aldape III
Administrative Assistant II
City of Laredo Purchasing Division

City of Laredo
Purchasing Division

LETTER OF AWARD

March 18, 2014

Mr. Roberto Trevino
Regional Land Management Services
P.O. Box 333
Laredo, Texas 78042

Re: Disposal of Bio-Solids
Contract FY14-035
Approved by City Council on March 17, 2014

Dear Mr. Trevino,

This is to inform you that contract FY14-035 was approved by City Council on March 17, 2014. The term of this contract shall be for a period of one year. All services will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order.

Service under contract:

	Approx. Tons	Unit Cost/Ton
Disposal of bio-solids	10,469	$ 40.00

If there are any questions regarding this authorization, please feel free to call me at (956) 790-1825.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 03/17/2014

Staff Source: Tomas Rodriguez, P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award contract number FY14-035 to the sole bidder, Regional Land Management Services, Laredo, Texas in an amount up to $418,760.00 to provide disposal services of approximately 10,469 tons of wastewater bio-solids from various wastewater treatment plants. The frequency and number of loads vary depending on the City's need. The bid price is based on a $40.00 per ton rate. The Utilities Department will deliver approximately 25,635 tons to the City of Laredo Landfill at a fee of $16.50 per ton for a total of $422,976.00, which would be the same as Budget Year 2012-2013. The cost of sending the 10,469 tons to San Antonio was $670,000.00. The approximate savings to the City of Laredo Utilities Department will be $251,000.00. Funding is available in the Utilities Department – Wastewater Plant Division budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Bids were requested for an annual contract for disposal services of wastewater bio-solids for the Utilities Department Wastewater Plant Division in order to save the frieght of sending bio-solids to San Antonio when rainy or windy conditions prevent the department from delivering bio-solids to the City of Laredo Landfill. The Utilities Department sent 10,469 tons at a cost of $64 pert ton (includes frieght) to San Antonio for a total of $670,000.00 in 2012-13. Delivering 25,635 tons of the bio-solids to the City of Laredo Landfill and 10,469 to Regional Land Management Services will save the Utilities Department apporximately $251,240.00. Regional Land Management has a permit to receive bio-solids from the Texas Commission on Environmental Quality (TCEQ). The frequency and number of loads vary depending on the City's need. The bid price is based on a per ton rate. All services will be secured on an as need basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) years periods each upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual

contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Proposed Services
Regional Land Management
Services
Laredo, Texas

WWTP'S to 10705 Highway 359	Est. Qty	Unit Cost/Ton	Est. Yearly Amt.
Disposal of bio-solids in approved sanitary landfill	10,469	$ 40.00	$ 418,760.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2014
Bugeted Y/N?:
Source of Funds: Sewer Operations
Account #: 559-4210-533-3920
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Cynthia Collazo, Deputy City Manager

SUBJECT

Recognizing Mr. Rogelio Rivera, P.E., City Engineer, as the Engineer of the Year by the Gateway Chapter of the Texas Society of Professional Engineers (TSPE). The TSPE recognizes local engineers for their exceptional contribution in the community.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

None

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this Staff Report.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Raul Casso, City Attorney

SUBJECT
Discussion with possible action on the appointment of a new City Manager, including potential interviews of applicants, and any matters related thereto.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
None

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this Staff Report.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
N/A

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Rosario Cabello, Finance Director

SUBJECT

Presentation of the fiscal year 2013-2014 Comprehensive Annual Financial Report (CAFR) prepared by the City of Laredo's Financial Services Department and audited by the Independent Audit Firm of Canales, Garza, and Baum, P.L.L.C.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Article VI, Section 6.11 of the City Charter requires that an annual audit of all funds of the City be conducted by an independent certified public accounting firm.

The Comprehensive Annual Financial Report consists of four parts:

(1) The Introductory Section includes the transmittal letter and a management and discussion and analysis, which highlights significant aspects of financial operations during the year and particular financial issues faced by the City, the GFOA 2013 Certificate of Achievement for Excellence in Financial Reporting, an organizational chart, and a listing of principal City officials.
(2) The Financial Section includes the independent auditor's report, basic financial statements, and related notes, and supplemental financial data.
(3) The Statistical Section includes several exhibits and tables of un-audited data depicting the financial history of the City as well as demographic and other miscellaneous statistics.
(4) The Single Audit Section and the U.S. Office of Management and Budget Circular A-133, Audit of State, Local Government and Non-Profit Organizations. This section includes the Report on Compliance on Internal Control over Financial Reporting and a Report on Compliance with Requirements Applicable to Each Major Program and a Schedule of Expenditures of Federal and State Awards.

The City's FY 2013 financial report received a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers' Association of the United States and Canada. The certificate is awarded to governmental units that published easily readable and efficiently organized annual reports that satisfy both generally accepted accounting principles and applicable legal requirements.

The City will forward its Comprehensive Annual Financial Report to the Government Officers' Association for grading towards a twenty-sixth consecutive Certificate of Achievement for Excellence in Financial Reporting.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the acceptance of the FY 2013-2014 Comprehensive Annual Financial Report.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Ronnie Acosta, CD Director

SUBJECT

Presentation with possible action regarding Operation Crackdown, an initiative of the Texas National Guard, that provides for the demolition of abandoned and neglected structures that serve as a nuisance and drug haven within a community.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

March 17, 2014- City Council authorized entering into partnership with the Texas National Guard to participate in Operation Crackdown.

BACKGROUND

Operation Crackdown is an initiative of the Texas Army National Guard's Counterdrug Program through which structures associated with the drug trade are demolished by Guard members at the request of participating municipalities. This mission helps rid neighborhoods of gangs, drugs, and associated violent activity and allows for community revitalization.

The Guard demolishes the units at no cost to an assisted community. However, supported communities must obtain clearances, court orders, warrants and/or permits for destruction and arrange for the removal and disposal of materials.

This is the second year in which the City proposes to participate in Operation Crackdown. Last year, the City successfully partnered with the Texas National Guard in demolishing 42 structures within 22 property locations. Currently there are 30 properties and 44 structures that have been identified by the Laredo Police Department to be abandoned, neglected and hazardous in that they are being used in the illicit trade, use, and/or manufacturing of drugs and other illegal activities.

The City seeks to partner with the Guard to demolish those units that meet the program criteria. Operation Crackdown is proposed to be scheduled for a 2 week period beginning April 7, 2015.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this presentation be made.

Executive Session **52.**

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Cynthia Collazo, Deputy City Manager
Staff Source: Raul Casso, City Attorney

SUBJECT

Request for executive session pursuant to Texas Government Code Section 551.072 to deliberate the value of real property pertaining to a potential purchase of real property located at 1204 Matamoros, legally described as Lots 4 thru 7, Block 73, Western Division, Laredo, Webb County, Texas. Acquisition of this tract would be for municipal purposes, to include supplemental parking improvements.

VENDOR INFORMATION FOR COMMITTEE AGENDA

No financial impact.

PREVIOUS COUNCIL ACTION

Tabled.

BACKGROUND

The real property being considered for purchase is for municipal purposes. The property is legally described as Lots 4-7, Block 73, Western Division.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval is recommended.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact. The value of the land is only being deliberated on.

Attachments

Council Comm.

COUNCIL COMMUNICATION

DATE:	SUBJECT: EXECUTIVE SESSION
03/16/15	Request for executive session pursuant to Texas Government Code Section 551.072 to deliberate the value of real property pertaining to a potential purchase of real property located at 1204 Matamoros, legally described as Lots 4 thru 7, Block 73, Western Division, Laredo, Webb County, Texas. Acquisition of this tract would be for municipal purposes, to include supplemental parking improvements.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Raul Casso City Attorney

PREVIOUS ACTION:

Tabled.

BACKGROUND:

The real property being considered for purchase is for municipal purposes. The property is legally described as Lots 4-7, Block 73, Western Division.

FINANCIAL:

No financial impact.

RECOMMENDATION:	STAFF RECOMMENDATION:
None.	Approval is recommended.

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Claudia San MIguel, Acting Transit General Manager, Joe Jackson, Maintenance AGM, Miguel Pescador Purchasing Agent

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SUBJECT

Consideration to renewal annual contract FY11-039 to Goodyear Tire and Rubber Company, Akron,Ohio in the estimated amount of $283,926.09. Contract is to provide leased tires, based on monthly mileage used, for El Metro buses and Para-Transit fleet. This contract provides tires for fifty one (51) buses, twenty (20) para-transit vehicles, six (6) medium size vehicles and one (1) wrecker. This the final year of extension for this contract. Funding is available in the El Metro Operations Budget. **(Approved by Finance & Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

First Extension awarded by Council March 21, 2014

BACKGROUND

BACKGROUND:
The term of this contract was for three (3) years with two, one-year options subject to continued appropriations in the future fiscal years. Staff reviewed the bid received and is recommending that a contract be extended for one additional year to Goodyear Tire and Rubber Company. The successful vendor is required to provide new, radial tires, and spare replacement tires. There are currently 51 coaches, 20 para-transit vans, 6 medium size vehicles and 1 wrecker for FY11-039. This lease contract will be paid on a monthly mileage basis.

The transit industry typically has been leasing tires because it can forego the large investment which purchasing tires constitute. Based on the purchase prices provided, to replace all the tires once a year would cost approximately $176,810.40 (buses), $ 31,257.92 (vans) and $6,943.56 (support vehicles), totaling $215,011.88. Based on the bids provided to lease vs. purchase, staff recommends continuing to lease at this time. Bid tabulation attached. The bid price rate(s) per tire mile and to purchase came in as follows:
Goodyear Tire & Rubber Co.: Option to
Tire Size: Yr. 1 rate: Yr. 2 rate: Yr. 3 rate: Purchase:

11R225 0.006050 0.006353 0.006670 $ 451.76/tire
255/70R22.5 0.008390 0.008810 0.009250 $ 377.80/tire
275/70R22.5 0.008390 0.008810 0.009250 $ 470.00/tire
B305/75R24.5 0.006050 0.006353 0.006670 $ 635.00/tire
LT225/75R16 0.004840 0.005082 0.005336 $ 252.08/tire
LT235/85R16 0.004840 0.005082 0.005336 $ 211.65/tire

Option Years:

Tire Size:	Yr. 1 rate:	Yr. 2 rate:
11R225	0.007004	0.007354
255/70R22.5	0.009712	0.010198
275/70R22.5	0.009712	0.010198
B305/75R24.5	0.007004	0.007354
LT225/75R16	0.005603	0.005883
LT235/85R16	0.005603	0.005883

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be renewed for one year.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City/Transit System need to purchase these commodities or services. The City and Transit System's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: y
Source of Funds:
Account #: 558-5811-583-2022
Change Order: Exceeds 25% Y/N: n
FINANCIAL IMPACT:
Funding is available in Fixed route Tire Account

Fiscal Year: 2015
Bugeted Y/N?: y
Source of Funds:
Account #: 558-5812-583-2022
Change Order: Exceeds 25% Y/N: n
FINANCIAL IMPACT:
funding is available on Paratransit Tire Contract

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: y
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N: n
FINANCIAL IMPACT:

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY11-039

CITY COUNCIL MEETING AS MASS TRANSIT BOARD COMMUNICATION

DATE:	SUBJECT: MOTION
03-09-2015	Consideration to exercise the renewal option for the second year option to contract number FY11-039 to Goodyear Tire and Rubber Company, Akron,OH in the estimated amount of $283,926.09 for providing leased tires for the bus and para-transit fleet. This contract provides tires for fifty one buses, twenty para-transit vehicles, six medium size vehicles and one wrecker. The term of this contract will be for one year with continued appropriations in future fiscal years. Funding is available in the El Metro Operations budget.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Joe Jackson, Maintenance AGM Miguel A. Pescador, Purchasing Agent

PREVIOUS BOARD ACTION: Awarded by Council March 21, 2014.

BACKGROUND:

The term of this contract was for three (3) years with two, one-year options subject to continued appropriations in the future fiscal years. Staff reviewed the bid received and is recommending that a contract be extended for one additional year to Goodyear Tire and Rubber Company. The successful vendor is required to provide new, radial tires, and spare replacement tires. There are currently 51 coaches, 20 para-transit vans, 6 medium size vehicles and 1 wrecker for FY11-039. This lease contract will be paid on a monthly mileage basis.

The transit industry typically has been leasing tires because it can forego the large investment which purchasing tires constitute. Based on the purchase prices provided, to replace all the tires once a year would cost approximately $176,810.40 (buses), $ 31,257.92 (vans) and $6,943.56 (support vehicles), totaling $215,011.88. Based on the bids provided to lease vs. purchase, staff recommends continuing to lease at this time. Bid tabulation attached. The bid price rate(s) per tire mile and to purchase came in as follows:

Goodyear Tire & Rubber Co.:

Tire Size:	Yr. 1 rate:	Yr. 2 rate:	Yr. 3 rate:	Option to Purchase:
11R225	0.006050	0.006353	0.006670	$ 451.76/tire
255/70R22.5	0.008390	0.008810	0.009250	$ 377.80/tire
275/70R22.5	0.008390	0.008810	0.009250	$ 470.00/tire
B305/75R24.5	0.006050	0.006353	0.006670	$ 635.00/tire
LT225/75R16	0.004840	0.005082	0.005336	$ 252.08/tire
LT235/85R16	0.004840	0.005082	0.005336	$ 211.65/tire

Option Years:

Tire Size:	Yr. 1 rate:	Yr. 2 rate:
11R225	0.007004	0.007354
255/70R22.5	0.009712	0.010198
275/70R22.5	0.009712	0.010198
B305/75R24.5	0.007004	0.007354
LT225/75R16	0.005603	0.005883
LT235/85R16	0.005603	0.005883

FINANCIAL IMPACT:

Funding is available in:
Fixed Route (Tire Contract) 558-5811-583-2022
Paratransit (Tire Contract) 558-5812-583-2022

STAFF RECOMMENDATION:

Staff recommends to award contract to the low bidder.

Tabulation

Goodyear	Lease	Purchase
First Year	**$ 90,062.40**	**$ 215,011.88**
Second Year	**$ 94,571.13**	**$ 225,762.14**
Third Year	**$ 99,292.56**	**$ 237,052.00**
Fourth Year	$ 104,260.26	
Fifth Year	$ 109,472.46	

3 Years Total	**$ 283,926.09**

Michelin	Lease	Purchase
First Year	**$ 98,887.50**	**$ 172,487.60**
Second Year	**$ 108,802.50**	
Third Year	**$ 119,692.50**	
Fourth Year	$ 131,641.50	
Fifth Year	$ 144,822.30	

3 Years Total	**$ 327,382.50**

Goodyear

Tire Size	11R225	255/70R225	275/70R225	B305/75R245	LT225/75R16	LT235/85R16
First Year	$ 0.006050	$ 0.008390	$ 0.008390	$ 0.006050	$ 0.004840	$ 0.004840
Second Year	$ 0.006353	$ 0.008810	$ 0.008810	$ 0.006353	$ 0.005082	$ 0.005082
Third Year	$ 0.006670	$ 0.009250	$ 0.009250	$ 0.006670	$ 0.005336	$ 0.005336
Fourth Year	$ 0.007004	$ 0.009712	$ 0.009712	$ 0.007004	$ 0.005603	$ 0.005603
Fifth Year	$ 0.007354	$ 0.010198	$ 0.010198	$ 0.007354	$ 0.005883	$ 0.005883

Michelin

Tire Size	11R225	255/70R225	275/70R225	B305/75R245	LT225/75R16	LT235/85R16
First Year	$ 0.011580	$ 0.011390	$ 0.008690	$ 0.007290	$ 0.003950	$ 0.004160
Second Year	$ 0.012740	$ 0.012530	$ 0.009560	$ 0.008020	$ 0.004350	$ 0.004580
Third Year	$ 0.014010	$ 0.013780	$ 0.010520	$ 0.008820	$ 0.004790	$ 0.005040
Fourth Year	$ 0.015410	$ 0.015160	$ 0.011570	$ 0.009700	$ 0.005270	$ 0.005540
Fifth Year	$ 0.016950	$ 0.016680	$ 0.012730	$ 0.010670	$ 0.005800	$ 0.006090

City Council-Regular
Meeting Date: 03/16/2015
Initiated By: Jesus Olivares, Interim City Manager
Staff Source: Claudia San Miguel, Acting Transit General Manager, Joe Jackson, Maintenance AGM Maintenance, Miguel Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual supply contracts FY14-093 to the listed of vendors to provide bus and fleet maintenance parts. Contract will be awarded by item(s) to the lowest responsible bidder for parts commonly purchased for non-warranty repairs.

Primary Vendors:	Est. Contract Amount:	Primary Vendors:	Est. Contract Amount:
Andy's Auto Air & Supply	$57,401.28	National Bus Sales	$74,703.42
C.C. Battery Co., Inc.	$70,058.28	New Flyer	$45,394.38
Coastal Diesel Injection Service, Inc.	$79,700.61	O'Reilly Auto Parts	$16,617.81
CD Starter Service	$60,622.74	Prevost Parts	$104,117.96
Creative Bus Sales	$59,741.64	RDO Equipment Co.	$84,124.21
Full Service Auto Parts	$20,884.31	Rotex Truck Center	$52,207.38
Gonzalez Auto Parts	$54,522.66	Teg's Warehouse Supply, LLC	$93,776.02
Gillig Corporation, Inc.	$93,120.28	Velco	$7,088.40
Muncie Transit Supply	$129,166.00	Vehicle Maintenance Programs	$53,285.44
NAPA Auto and Truck Parts	$10,980.00	**Grand Total**	**$1,167,512.82**

All items will be purchased on an as needed basis. Funding is available in the El Metro Operations Fund. **(Approved by Finance & Operations Committee)**

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Several bids for awarding an annual parts contract for bus and van fleet parts. The El Metro Maintenance Division identified and listed parts most commonly used for non-warranty repair work. Several parts from placed bids were too low and/or not within specs and were awarded to the next lower vendor. Contracts will be awarded by item(s) to the lowest most responsible bidders. The purchase of annual contracts is to establish a contract price for specific items and for a fixed term. All items will be purchased on an as needed basis. Some replacement parts that are used on a regular basis are maintained on an inventory basis.
The primary low bidders as follows:

Primary Contract Vendors:	**Est. Contract Amount:**
Andy's Auto Air & Supply	$57,401.28
C.C. Battery Co., Inc.	$70,058.28
Coastal Diesel Injection Service, Inc.	$79,700.61
CD Starter Service	$60,622.74
Creative Bus Sales	$59,741.64
Full Service Auto Parts	$20,884.31
Gonzalez Auto Parts	$54,522.66
Gillig Corporation, Inc.	$93,120.28
Muncie Transit Supply	$129,166.00
NAPA Auto and Truck Parts	$10,980.00
National Bus Sales	$74,7303.42
New Flyer	$45,394.38
O'Reilly Auto Parts	$16,617.81
Prevost Parts	$104,117.96
RDO Equipment Co.	$84,124.21
Rotex Truck Center	$52,207.38
Teg's Warehouse Supply, LLC	$93,776.02
Velco	$7,008.40
Vehicle Maintenance Programs	$53,285.44
Grand Total	**$1,167,512.82**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of this contract.

Fiscal Impact

Fiscal Year: 2015

Bugeted Y/N?: y
Source of Funds:
Account #: 558-0000-141-0000
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City/Transit System need to purchase these commodities or services. The City and Transit System's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2015
Bugeted Y/N?: y
Source of Funds:
Account #: 558-5813-582-3020
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Fiscal Year: 2015
Bugeted Y/N?: y
Source of Funds:
Account #: 558-5814-582-3020
Change Order: Exceeds 25% Y/N: n

FINANCIAL IMPACT:

Attachments

Bid Tab

Laredo Transit Management, Inc.
City of Laredo
Parts Bid FY14-093 Tabulation

Aw Vendor	Aw Price	Vendor PN	El Metro PN	Description	ANDY	CCB	CDIS	CDSS	CRBS	FSAP	GAP	GLG	MRS	NAPA	NBS	NF	OAP	PREV	RDO	ROTEX	TEG	VELCO	VMP
NF	$278.58	00001526000	01-526	Motor Air Condensor A/C 97 98 Rts	$0.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$278.58	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$63.35	00006353	06-353	Harness With Diode Alt Bb 03 06	$0.00	$0.00	$0.00	$0.00	$109.92	$0.00	$0.00	$0.00	$99.95	$0.00	$63.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CCB	$995.00	00011057600	32-441	Alternator 24V Bb 03 & 06	$0.00	$995.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$210.00	00018018000	32-463	Starter 24V 03 And 06 Bb	$0.00	$225.00	$0.00	$210.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$96.60	000220000	32-220	Alternator 2009 Van	$0.00	$795.00	$0.00	$0.00	$0.00	$112.26	$96.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$695.00	$0.00	$0.00
CDSS	$165.00	00032025000	32-025	Starter Rts 24 Volts 41Mt	$0.00	$177.50	$0.00	$165.00	$0.00	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CCB	$3,300.00	000325703000	32-703	Alternator Glg 2011	$0.00	$3,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$63.20	00036900	45-900	Gauge Coolant Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CCB	$295.00	000422412000	32-229	Starter 24V 09 Glg	$0.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CCB	$295.00	00050114800	01-148	Motor Evaporator Ac 97-98 Rts	$0.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$18.31	0005BF00000	32-006	Motor Blower Rts Front 5Bf	$0.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.31	$202.50	$0.00	$0.00	$58.16	$0.00	$0.00
NBS	$595.75	0013728	0013728	Windshield Rh	$0.00	$0.00	$0.00	$0.00	$642.00	$0.00	$0.00	$0.00	$0.00	$0.00	$595.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$595.75	0013729	13-729	Windshield Street Side Lh Bb 03	$0.00	$0.00	$0.00	$0.00	$638.67	$0.00	$0.00	$0.00	$695.00	$0.00	$595.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$124.95	0014943	01-941	Switch A/C Assy Temp Dash 03 Bb	$0.00	$0.00	$0.00	$0.00	$166.97	$0.00	$0.00	$0.00	$124.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$281.33	0024965	45-965	Pump Booster Bb 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$295.00	$0.00	$281.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$53.06	0026267	45-267	Module Coolant Level Bb	$0.00	$0.00	$0.00	$0.00	$62.82	$0.00	$0.00	$0.00	$54.44	$0.00	$53.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$201.09	00270180000	32-868	Alternator 12V 270 Amp Bb	$0.00	$995.00	$0.00	$0.00	$0.00	$0.00	$1,050.00	$0.00	$0.00	$0.00	$0.00	$201.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$253.98	0030345	03-345	Pedal Treadle Bb	$0.00	$0.00	$0.00	$0.00	$322.50	$0.00	$0.00	$0.00	$299.95	$0.00	$253.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$69.85	0030788	13-788	Switch Wiper Bb	$0.00	$0.00	$0.00	$0.00	$112.50	$0.00	$0.00	$0.00	$104.10	$0.00	$99.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69.85	$0.00	$0.00
TEG	$85.00	0034133	13-341	Brake Shoe And Pad Front 2003 Bb	$0.00	$0.00	$0.00	$0.00	$176.43	$0.00	$0.00	$0.00	$113.55	$0.00	$134.50	$0.00	$0.00	$0.00	$0.00	$0.00	$85.00	$0.00	$0.00
NF	$95.97	0036380	16-380	Shock Absorber Front 03 Bb	$0.00	$0.00	$0.00	$0.00	$289.18	$0.00	$0.00	$0.00	$272.90	$0.00	$245.40	$95.97	$0.00	$0.00	$0.00	$0.00	$132.00	$0.00	$0.00
TEG	$148.00	0036381	16-381	Shock Absorber Rear Bb 03	$0.00	$0.00	$0.00	$0.00	$289.18	$0.00	$0.00	$0.00	$272.90	$0.00	$245.40	$0.00	$0.00	$0.00	$0.00	$0.00	$148.00	$0.00	$0.00
NF	$76.87	0036896	41-897	Gauge Air Rear Data Link Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$76.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$700.00	0037142	34-371	Module Control Electronic Door Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$995.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$117.98	0040857	34-857	Light Amber Caution Led 4" Bb	$0.00	$0.00	$0.00	$0.00	$132.62	$0.00	$0.00	$0.00	$123.45	$0.00	$117.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$1,672.50	0041708	45-708	Insulation Exhaust Small Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,672.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$19.50	0042073	14-073	Hose Hump Turbo Bb	$0.00	$0.00	$0.00	$0.00	$27.50	$0.00	$0.00	$0.00	$23.88	$0.00	$21.63	$0.00	$0.00	$0.00	$0.00	$0.00	$19.50	$0.00	$0.00
NBS	$1,672.63	0042824	45-824	Insulation Exhaust Large Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,672.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$308.05	0049522	45-522	Tank (Reservoir) Deaeration Lh Fill Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$308.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$1,128.99	0050588	45-588	Valve Control Kneeling Bb	$0.00	$0.00	$0.00	$0.00	$2,260.29	$0.00	$0.00	$0.00	$2,350.00	$0.00	$1,128.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$235.08	0058.97	58-197	Valve Solenoid Rear Door Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$359.00	$0.00	$440.40	$0.00	$0.00	$0.00	$0.00	$0.00	$235.08	$0.00	$0.00
CRBS	$393.06	0059019	59-019	Mirror Assy Lh Bb	$0.00	$0.00	$0.00	$0.00	$393.06	$0.00	$0.00	$0.00	$695.00	$0.00	$766.67	$0.00	$0.00	$0.00	$0.00	$0.00	$465.99	$0.00	$0.00
TEG	$420.88	0059021	59-021	Mirror Assy Rh Bb	$0.00	$0.00	$0.00	$0.00	$719.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$420.88	$0.00	$0.00
MRS	$64.76	0063438	43-438	Pipe Exhaust Tail 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$122.09	$0.00	$0.00	$0.00	$64.76	$0.00	$111.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$15.26	0078139	34-781	Diode Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.49	$0.00	$15.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$34.49	011804504	48-002	Filter Water Sep Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$34.89	01341700	13-417	Lamp Parking 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$134.27	$0.00	$0.00	$0.00	$99.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.89	$0.00	$0.00
NBS	$111.69	01-4830-75	01-483	Switch Turn Signal Steering Wheel 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$111.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$5.99	01-53904N000	45-390	Glass Sight Rts Bb And 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.98	$11.55	$0.00	$0.00	$0.00	$0.00	$7.05	$0.00	$0.00	$5.99	$0.00	$0.00
TEG	$75.00	01-58451-000	01-58451-000	Clamp V Band	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$81.25	$389.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75.00	$0.00	$0.00
TEG	$399.89	01-59312-000	45-312	Tube Hose Exhaust Air 09-11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$552.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$399.89	$0.00	$0.00
TEG	$434.00	01-59951-000H	01-59951-000H	Pipe Exh. T-Outlet W/Ceramic	$0.00	$0.00	$454.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$434.00	$0.00	$0.00
GLG	$72.78	01-61078-003	31-078	Belt Ac Compressor 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$552.00	01-64163-000	45-641	Tube Exhaust Bellows 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$572.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$552.00	$0.00	$0.00
MRS	$21.69	01759240	34-592	Lamp Rear Passenger Door Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.69	$0.00	$22.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$21.88	01814474	02-474	Lock (Latch) For Engine And Side Door Bb	$0.00	$0.00	$0.00	$0.00	$33.38	$0.00	$0.00	$0.00	$33.19	$0.00	$21.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$255.02	01885938	34-938	Fan Hydraulic Cooler 12" Bb	$0.00	$0.00	$0.00	$0.00	$302.31	$0.00	$0.00	$0.00	$289.20	$0.00	$255.02	$31.73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$145.30	02040J2675FTL	13-675	Brake Disc Pad Front 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$145.30	$0.00	$0.00
TEG	$13.88	02-44651-003	45-446	Dipstick Transmission 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.68	$62.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.88	$0.00	$0.00
TEG	$4.39	032082	41-032	Valve Drain Air Tanl 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.39	$0.00	$0.00

PREV	$4.76	0-332-209-151	34-510	Relay 12V Straight Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.01	$0.00	$7.89	$10.62	$0.00	$0.00	$0.00	$4.76	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.79	0332209211	34-511	Relay 24V Straight Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$74.00	04-00130-00	01-130	Bearing Kit A/C 97 & 98 Rts	$231.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$208.04	$0.00	$0.00	$0.00	$0.00	$74.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$35.80	04-43073-002	16-450	Valve Height Control 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.80	$0.00	$0.00
TEG	$324.95	04-45322-001	04-45322-001	Valve Assm Susp Kneeling	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$332.34	$729.08	$0.00	$0.00	$733.49	$0.00	$835.00	$0.00	$0.00	$324.95	$0.00	$0.00
NBS	$475.82	04635736	01-736	Panel Control Ac Dashboard Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$795.00	$0.00	$475.82	$1.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$250.85	05-2528	34-233	Regulator Volt (Pc Board) 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.85	$0.00	$0.00
GLG	$120.09	05-55507-000	45-507	Valve By Pass Pressure 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$199.99	$0.00	$0.00
GLG	$754.09	05-59008-006	05-59008-006	Pump Hydraulic Fan & Steering	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$754.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.49	0677112	12-677	Lock Pin 98 Rts 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$0.00	$0.00	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$34.75	07-00274-00	01-113	Oil Synthetic A/C Rts O5G Comp R22	$38.23	$0.00	$0.00	$52.00	$0.00	$0.00	$0.00	$472.25	$34.75	$0.00	$0.00	$50.93	$0.00	$208.47	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$5.44	07081	34-184	Lamp Stop Turn Signal Rear (Red) Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.08	$0.00	$0.00	$0.00	$0.00	$67.49	$0.00	$0.00	$5.44	$0.00	$5.99
MRS	$90.00	07-38005N000	13-385	Adjuster Slack Left Front 09 Glg	$0.00	$0.00	$99.85	$0.00	$0.00	$0.00	$0.00	$121.74	$90.00	$0.00	$0.00	$116.18	$0.00	$97.51	$0.00	$0.00	$99.87	$0.00	$0.00
MRS	$90.00	07-38006N000	13-386	Adjuster Slack Right Front 09 Glg	$0.00	$0.00	$99.85	$0.00	$0.00	$0.00	$0.00	$121.74	$90.00	$0.00	$0.00	$116.18	$0.00	$97.51	$0.00	$0.00	$99.87	$0.00	$0.00
MRS	$39.95	0777717-494	34-121	Hubometer (All Buses)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$14.59	0850745	45-114	Cap Fill Glg And Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.59	$0.00	$0.00	$41.37	$0.00	$45.54	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$6.82	0876797	34-797	Ring Horn Contact Bb	$0.00	$0.00	$0.00	$0.00	$7.47	$0.00	$0.00	$0.00	$0.00	$0.00	$6.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$0.63	0912591	34-214	Reflector Side Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.71	$0.00	$0.00	$0.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$89.99	09-49738-000	13-497	Adjuster Slack Left Rear 09 Glg	$0.00	$0.00	$105.61	$0.00	$0.00	$0.00	$0.00	$145.99	$107.25	$0.00	$0.00	$128.40	$0.00	$137.22	$0.00	$0.00	$89.99	$0.00	$0.00
MRS	$107.25	09-49738-001	13-498	Adjuster Slack Right Rear 09 Glg	$0.00	$0.00	$128.64	$0.00	$0.00	$0.00	$0.00	$145.99	$107.25	$0.00	$0.00	$128.40	$0.00	$125.67	$0.00	$0.00	$110.99	$0.00	$0.00
MRS	$20.00	10-00300-00	01-300	Solenoid Contactor A/C 24V Rts	$110.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$101.77	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.20	1003	34-100	Bulb Interior 2009 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$0.64	$1.38	$0.00	$0.20	$0.97	$0.00	$0.00	$5.01	$0.87	$0.00	$0.00	$1.45	$0.00	$0.21
TEG	$4.00	10167-006	45-430	Cap Nozzle 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.00	$0.00	$0.00
MRS	$22.56	103010N	41-103	Brake Valve Relay R14 Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.56	$33.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$12.76	10340403	10340403	Cable Transmission	$0.00	$0.00	$0.00	$53.15	$0.00	$41.68	$0.00	$0.00	$0.00	$12.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.15	$0.00	$0.00
FSAP	$30.98	10362446	10362446	Resistor	$0.00	$0.00	$0.00	$60.00	$0.00	$30.98	$0.00	$0.00	$0.00	$61.01	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.15	$0.00	$0.00
PREV	$2.48	104463	41-463	Kit Quick Release Valve Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.99	$0.00	$0.00	$0.00	$0.00	$2.48	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$9.25	10457148	13-148	Plate Cover Alternator 50Dn Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.17	$0.00	$0.00	$20.13	$0.00	$17.32	$0.00	$0.00	$9.25	$0.00	$0.00
NBS	$1,131.80	10510	10510	Radiator Assy	$0.00	$0.00	$0.00	$0.00	$2,336.92	$0.00	$0.00	$0.00	$2,295.00	$0.00	$1,131.80	$0.00	$0.00	$0.00	$0.00	$0.00	$1,569.89	$0.00	$0.00
TEG	$895.00	10513	10513	Charge Air Cooler Hdre	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$895.00	$0.00	$0.00
NBS	$553.01	1064385	12-385	Rod Torque Bb 03 06 Lower	$0.00	$0.00	$0.00	$0.00	$586.50	$0.00	$0.00	$0.00	$585.90	$0.00	$553.01	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$20.85	107794X	41-794	Dryer Repair Kit Crtdge Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.95	$24.86	$0.00	$0.00	$0.00	$20.85	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$17.59	107796	41-908	Element Air Dryer Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.59	$24.86	$0.00	$0.00	$0.00	$110.33	$0.00	$176.05	$0.00	$0.00	$0.00
GAP	$39.95	10844-HS	13-844	Brake Shoe-Pad Rear 2006 Bb (Blue)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$20.93	10847-HS	18-047	Brake Shoe-Pad Front Bb 03 & 06 (White)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.93	$0.00	$0.00
TEG	$46.10	10854-001	32-725	Ballast Front Dest. Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.10	$0.00	$0.00
TEG	$492.90	1091151	45-970	Valve Fan Control 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$492.90	$0.00	$0.00
MRS	$139.95	109685X	41-083	Drier Air (Ad9) Rts & Bb (Short)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.95	$154.46	$0.00	$0.00	$207.25	$266.46	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$184.83	109688X	41-080	Drier Air Ad9 (Long) Rts And 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184.83	$0.00	$0.00	$0.00	$0.00	$224.72	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$3.00	11315	11315	Gasket Transmission Filter	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00
MRS	$24.98	113B-551BA	03-583	Valve Door Bb 2003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.19	1141	34-247	Bulb 1141	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.38	$0.00	$0.19	$0.97	$0.00	$38.64	$4.50	$0.39	$0.00	$1.12	$0.00	$0.00	$0.38
TEG	$0.12	1156	34-189	Bulb 1156 Bus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.25	$0.00	$0.17	$0.74	$0.00	$0.00	$3.27	$0.30	$0.00	$0.47	$0.12	$0.71	$0.19
MRS	$0.15	1157	34-188	Bulb Mini 1157	$0.00	$0.00	$0.00	$0.00	$0.00	$0.22	$3.49	$0.00	$0.15	$0.49	$0.00	$0.60	$2.10	$0.31	$0.00	$0.45	$0.00	$0.38	$0.18
TEG	$110.02	11-58269-000	11-58269-000	Shock Absorber	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.97	$144.20	$0.00	$0.00	$0.00	$0.00	$202.00	$0.00	$0.00	$110.02	$0.00	$0.00
TEG	$4.95	11800	11800	Filter Transmission At540	$0.00	$0.00	$0.00	$5.75	$0.00	$15.02	$10.50	$0.00	$0.00	$20.99	$0.00	$0.00	$11.81	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00
MRS	$1.69	11916-2	41-050	Button-Push Valve Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$0.00	$298.40	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$14.14	12-00299-00	01-299	Switch High Pressure Rts 97 98	$15.73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.14	$0.00	$0.00	$0.00	$0.00	$14.40	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$9.95	12-00299-01	01-301	Switch Pressure Low Side Rts	$11.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$0.00	$18.62	$0.00	$10.30	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.78	12-00299-02	01-302	Switch Pressure (Cond.) Rts	$16.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.95	$0.00	$0.00	$1.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$14.00	12-00299-03	12-299	Switch Pressure Uper Rts (F.S.C)	$0.00	$0.00	$0.00	$14.00	$0.00	$0.00	$0.00	$0.00	$15.95	$0.00	$0.00	$0.00	$0.00	$21.88	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$16.11	12-00299-06	01-310	Switch Pressure (310) Rts	$17.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.11	$0.00	$0.00	$118.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$16.83	12-00299-07	01-303	Switch Hi Pressure Rts	$20.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.25	$0.00	$0.00	$16.83	$0.00	$18.83	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$50.00	12-00334-00	01-334	Switch Presure Unloader Rts	$55.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$21.74	12-00334-01	01-335	Switch Presure Unloder A/C	$46.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.79	$0.00	$0.00	$21.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PREV	$46.56	12-00352-00	01-352	Transducer Ac Condensor Bb 03 & 09	$50.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47.95	$0.00	$58.94	$0.00	$0.00	$46.56	$0.00	$0.00	$0.00	$0.00	$0.00
ANDY	$527.73	12-00371-01	12-00371-01	Relay Board	$527.73	$0.00	$0.00	$800.00	$0.00	$0.00	$0.00	$0.00	$541.20	$0.00	$649.34	$0.00	$0.00	$548.29	$0.00	$0.00	$0.00	$0.00	$0.00
ANDY	$371.59	12-00391-03	12-00391-03	Control Panel	$371.59	$0.00	$0.00	$506.16	$0.00	$0.00	$0.00	$0.00	$381.40	$0.00	$509.60	$0.00	$0.00	$386.06	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$411.22	12-00392-15	12-00392-15	Module Logic	$0.00	$0.00	$764.84	$0.00	$0.00	$0.00	$0.00	$0.00	$411.22	$0.00	$0.00	$526.43	$0.00	$463.00	$0.00	$0.00	$684.00	$0.00	$0.00
MRS	$0.89	12015792	34-228	Connector Double Fem Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.89	$3.17	$0.00	$0.00	$1.03	$1.03	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$7.09	12020351	34-246	Diode Assy Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$996.85	1207950	1207950	Cooler Assy Transmission	$0.00	$0.00	$0.00	$0.00	$1,213.62	$0.00	$0.00	$0.00	$1,295.00	$0.00	$996.85	$14.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$71.55	12247571	12-571	Sensor Map Rts	$0.00	$0.00	$0.00	$94.00	$0.00	$0.00	$0.00	$0.00	$94.32	$71.55	$0.00	$18.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$10.68	1227E1487	13-887	Nut Collect Brake Chamber 97 Rts	$0.00	$0.00	$0.00	$12.44	$0.00	$0.00	$0.00	$0.00	$11.44	$0.00	$0.00	$0.00	$0.00	$10.68	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$6.00	1227Z1170	13-050	Locknut Anchor End Rts	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00	$0.00	$0.00	$7.29	$0.00	$0.00	$0.00	$0.00	$7.63	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$2.55	1229-F-4634S	13-634	Ring And Lockwasher Rear Lock Rts Glg	$0.00	$0.00	$0.00	$3.68	$0.00	$0.00	$0.00	$0.00	$4.69	$2.55	$0.00	$0.00	$0.00	$7.23	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.68	1240202	12-094	Clevis Pin 1/2" Rts And Glg	$0.00	$0.00	$0.00	$1.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$38.38	124-902	01-902	Solenoid A/C 12V Bb Upper Terminals	$0.00	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$39.47	124-903	34-903	Solenoid Ac Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.47	$0.00	$0.00	$1.01	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$35.90	12-50021-00	01-034	Switch A/C Low Press Rts	$47.61	$0.00	$0.00	$35.90	$0.00	$0.00	$0.00	$0.00	$42.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.08	1255H11	34-285	Lamp Low Beam 06 Uplander	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.00	$0.00	$0.00	$10.85	$0.00	$1.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.25
FSAP	$236.83	12635785	12635785	Housing, Fuel Filter	$0.00	$0.00	$0.00	$0.00	$0.00	$236.83	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$334.39	$0.00	$0.00
FSAP	$12.30	12678	12678	Control Arm Bushing	$0.00	$0.00	$0.00	$0.00	$0.00	$12.30	$54.18	$0.00	$0.00	$20.62	$0.00	$0.00	$40.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$12.60	12-9999-00670	27-607	Filter Trans 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.29	$0.00	$0.00	$0.00	$0.00	$17.02	$0.00	$0.00	$12.60	$0.00	$0.00
TEG	$699.51	13-41361-044	13-41361-044	Module Power 5 Amp 09 Glg	$0.00	$0.00	$789.51	$0.00	$0.00	$0.00	$0.00	$819.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$699.51	$0.00	$0.00
GLG	$969.97	13-41361-052	34-413	Module Multiplex 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$969.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$85.00	1341700	1341700	Light Assy Parking	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.23	$0.00	$0.00	$0.00	$0.00	$0.00	$85.00	$0.00	$0.00
TEG	$43.89	13-56138-001	13-56138-001	Switch Mirror Control	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.65	$0.00	$0.00	$0.00	$51.82	$0.00	$43.91	$0.00	$0.00	$43.89	$0.00	$0.00
TEG	$2.95	1372MP	1372MP	Oil Filter	$0.00	$0.00	$0.00	$3.25	$0.00	$3.50	$3.05	$0.00	$0.00	$3.69	$0.00	$0.00	$3.47	$0.00	$0.00	$0.00	$2.95	$0.00	$0.00
NF	$7.34	14-00320-00	01-007	Drier Filter A/C Rts & Bb	$28.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.29	$0.00	$34.75	$7.34	$0.00	$22.92	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$8.95	14-01032-01	01-205	Plug Fusible Safety Bb And 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.95	$0.00	$10.18	$29.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$28.35	14-01042-07	01-420	Valve Service A/C Rts (2 Bolt)	$31.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$114.19	14-01104-26	01-0110	Valve Expansion Ac 97 & 98 Rts	$127.12	$0.00	$0.00	$116.00	$0.00	$0.00	$0.00	$0.00	$114.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$52.36	14-01104-35	01-435	Valve Expansion Bb 03 06	$79.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$105.81	$0.00	$0.00	$52.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$167.98	14036	34-695	Bullet Exting. Syst Actuator Van & Bus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$277.20	$190.12	$0.00	$0.00	$0.00	$0.00	$167.98	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$66.85	14114	14114	Winch Motor	$0.00	$0.00	$0.00	$389.90	$0.00	$0.00	$66.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$475.00	$0.00	$0.00
GLG	$1,073.51	14-45957M000	14-45957M000	Closeout, Front Structure	$0.00	$0.00	$1,145.70	$0.00	$0.00	$0.00	$0.00	$1,073.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,100.70	$0.00	$0.00
TEG	$1.25	14465	70-465	Pin Roll Lift Gear 03 06 Bb (Set Of 10)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.25	$0.00	$0.00
TEG	$99.00	14-48520-000	14-48520-000	Plate , Reinforcement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$103.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.00	$0.00	$0.00
TEG	$19.00	1450212	14-202	Hose Hump Turbo Intake Bb	$0.00	$0.00	$0.00	$0.00	$36.60	$0.00	$0.00	$0.00	$47.20	$0.00	$25.60	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00	$0.00	$0.00
TEG	$624.73	14-57504-000	14-57504-000	Extr, Front Hoop Frame	$0.00	$0.00	$632.89	$0.00	$0.00	$0.00	$0.00	$642.73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$624.73	$0.00	$0.00
NBS	$32.96	1487016	45-701	Hose Hump Intercooler Bb	$0.00	$0.00	$0.00	$0.00	$39.57	$0.00	$0.00	$0.00	$39.39	$0.00	$32.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$125.99	150-3502	01-502	Motor Blower (Driver) Double Shaft Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$51.04	150-4020	150-4020	Blower Motor	$120.82	$0.00	$0.00	$0.00	$0.00	$51.04	$54.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$109.90	$0.00	$0.00
TEG	$10.99	15-05717	15-05717	Hook Battery Hold Down	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.99	$0.00	$0.00
GAP	$225.00	15119196	15119196	Housing Vents	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$225.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$190.27	15-22274	15-22274	Compressor Ac	$346.70	$0.00	$0.00	$0.00	$0.00	$190.27	$374.68	$0.00	$0.00	$598.84	$0.00	$0.00	$462.49	$0.00	$0.00	$0.00	$320.40	$0.00	$0.00
PREV	$36.19	15-3104	34-000	Fan Driver 12V Glg, Rts And Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57.31	$0.00	$0.00	$0.00	$0.00	$36.19	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$89.77	1534981	42-981	Elbow Silicone Coolant 06 Bb	$0.00	$0.00	$0.00	$0.00	$103.39	$0.00	$0.00	$0.00	$102.40	$0.00	$89.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$18.00	1537620	15-376	Button Horn Bb 03 06	$0.00	$0.00	$0.00	$0.00	$32.00	$0.00	$0.00	$0.00	$29.95	$0.00	$25.90	$0.00	$0.00	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00
CDIS	$25.00	15-42508M009	56-508	Glazing Emergency Sight Glass 09 11 Glg	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$0.00	$30.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$171.95	15504906	16-906	Rod Control Lower 97 & 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$205.10	$0.00	$0.00	$0.00	$0.00	$205.00	$0.00	$0.00	$171.95	$0.00	$0.00
MRS	$37.20	15509187	34-275	Module Lock Up Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$30.08	15-51096	15-51096	Blower Motor With Wheel	$0.00	$0.00	$0.00	$0.00	$0.00	$70.30	$54.11	$0.00	$0.00	$0.00	$0.00	$0.00	$30.08	$0.00	$0.00	$0.00	$141.96	$0.00	$0.00
CDSS	$200.60	15511589	01-119	Plate Base Rts 97	$0.00	$0.00	$0.00	$200.60	$0.00	$0.00	$0.00	$0.00	$280.67	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.30	15513256	13-030	Pin 97	$0.00	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$0.00	$0.89	$0.00	$0.00	$0.00	$0.00	$0.63	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$887.17	15515854	05-854	Motor Door Front Rts	$0.00	$0.00	$0.00	$966.99	$0.00	$0.00	$0.00	$0.00	$1,090.00	$0.00	$0.00	$0.00	$0.00	$887.17	$0.00	$0.00	$896.00	$0.00	$0.00
MRS	$33.15	15517325	41-325	Solenoid Brake Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$23.60	15517354	15517354	Hose Assy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.60	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$55.89	15523068	12-552	Module Speed Switch Rts	$0.00	$0.00	$0.00	$55.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

CDSS	$800.00	15562148	15562148	Window W/Frame	$0.00	$0.00	$0.00	$800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$3.74	15563219	15563219	Windshield Asm Destination Sig	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.95	15583733	12-169	Stud Front Rh & Lh 97	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$1.95	$0.00	$0.00	$38.22	$0.00	$7.97	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$51.41	15787131	15787131	Lamp	$0.00	$0.00	$0.00	$100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51.41	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.82	$0.00	$0.00
GAP	$16.35	15-80560	15-80560	Blower Resistor	$0.00	$0.00	$0.00	$0.00	$0.00	$48.94	$16.35	$0.00	$0.00	$26.20	$0.00	$0.00	$26.40	$0.00	$0.00	$0.00	$54.92	$0.00	$0.00
TEG	$58.40	15808052	15808052	Housing Vents	$0.00	$0.00	$0.00	$65.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58.40	$0.00	$0.00
TEG	$66.10	15808055	15808055	Hosing Vents	$0.00	$0.00	$0.00	$66.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66.10	$0.00	$0.00
FSAP	$59.35	15-80864	15-80864	Blower Motor Assy	$0.00	$0.00	$0.00	$135.44	$0.00	$59.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.28	$0.00	$0.00
TEG	$102.13	15993231	15993231	Door Hinge Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$102.13	$0.00	$0.00
TEG	$102.13	15993237	15993237	Door Hinge Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$102.13	$0.00	$0.00
TEG	$102.13	15993259	15993259	Door Hinge Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$102.13	$0.00	$0.00
MRS	$24.95	1610-057-250	34-251	Breaker Circuit 25 Amp Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$11.96	16153	16153	Ac Adapter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.94	$0.00	$0.00	$21.99	$0.00	$0.00	$11.96	$0.00	$0.00	$0.00	$35.06	$0.00	$0.00
FSAP	$201.11	16204866	16204866	A/C Control	$0.00	$0.00	$0.00	$0.00	$0.00	$201.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$7.66	16324P	16324P	Hose Assy	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.66	$0.00	$0.00	$0.00	$0.00	$8.49	$0.00
NBS	$21.26	1644822	45-822	Sender Low Coolant Level Bb	$0.00	$0.00	$0.00	$0.00	$25.67	$0.00	$0.00	$0.00	$0.00	$0.00	$21.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$3.28	16530707	34-707	Socket Turn Signal 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$3.28	$48.95	$0.00	$0.00	$6.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$10.22	17-10218-00	01-800	Glass Sight For O5 G Ac Comp Rts	$11.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.22	$0.00	$0.00	$0.00	$0.00	$10.48	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$15.69	17-10218-02	01-218	Gasket Sight Glass Ac Comp Rts	$17.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.69	$0.00	$0.00	$122.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.39	17-10811-05	01-811	Gasket Service Valve (2B) Rts	$18.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.39	$0.00	$0.00	$0.00	$0.00	$16.66	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$27.00	1738533	1738533	Retainer Tubber Fender	$0.00	$0.00	$0.00	$0.00	$43.16	$0.00	$0.00	$0.00	$39.95	$0.00	$38.33	$0.00	$0.00	$0.00	$0.00	$0.00	$27.00	$0.00	$0.00
MRS	$97.80	17-40002-01	01-201	Valve Service Ac Rts	$114.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.80	$0.00	$0.00	$0.00	$0.00	$100.18	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.28	17-40005-05	01-400	Gasket Suction Svce Valve(4B) Rts	$14.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.49	$0.00	$0.00	$1.28	$0.00	$13.60	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.49	17-40104-07	01-401	Gasket Unloader A/C Rts	$26.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$0.00	$0.00	$65.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.09	17-40324-00	01-324	Key Crankshaft A/C Comp. Rts	$5.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.09	$0.00	$0.00	$11.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$100.00	17-40417-00	01-407	Unloader A/C Comp. Valve Elect. Rts	$115.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00	$0.00	$0.00	$0.00	$0.00	$106.23	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$70.00	1743848	17-848	Mount Engine Bb 03 06	$0.00	$0.00	$0.00	$0.00	$105.01	$0.00	$0.00	$0.00	$98.66	$0.00	$96.32	$0.00	$0.00	$0.00	$0.00	$0.00	$70.00	$0.00	$0.00
MRS	$4.95	17-44007-06	01-706	Gasket Valve Rts 97-98	$31.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00	$0.00	$0.00	$29.32	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.09	17-44037-00	01-403	Plug Fill A/C Comp. Rts	$2.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$49.75	$0.00	$2.16	$0.00	$0.00	$0.00	$0.00	$0.00
ANDY	$36.74	17-44041-01	01-174	Hub Clutch Mounting A/C Rts	$36.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77.92	$0.00	$0.00	$896.46	$0.00	$79.82	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$2.48	17-44042-00	01-440	Ring Felt Assy Kit Rts	$9.08	$0.00	$0.00	$4.50	$0.00	$0.00	$0.00	$0.00	$8.59	$0.00	$0.00	$2.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ANDY	$1,990.00	1744-054-02	1744-054-02	A/C Compressor Rts	$1,990.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,892.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$2,200.29	17-44065-00	44-760	Compressor A/C Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,200.29	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$32.11	17-44126-00	01-126	Gasket A/C Head 97 & 98 Rts	$35.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.11	$0.00	$0.00	$0.00	$0.00	$33.10	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$30.16	17-44140-00	17-44140-00	Seal Assy	$136.20	$0.00	$0.00	$85.00	$0.00	$0.00	$0.00	$0.00	$93.89	$0.00	$0.00	$30.16	$0.00	$471.88	$0.00	$0.00	$79.55	$0.00	$0.00
MRS	$93.89	1744140-00	1744140-00	Seal Kit (A/C)	$136.20	$0.00	$0.00	$435.00	$0.00	$0.00	$0.00	$0.00	$93.89	$0.00	$0.00	$0.00	$0.00	$471.88	$0.00	$0.00	$399.45	$0.00	$0.00
MRS	$93.89	17-44150-00	01-441	Seal Assy A/C Rts	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$93.89	$0.00	$0.00	$119.48	$0.00	$104.78	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$93.89	17-44152-00	01-415	Seal Shaft Kit Bellows Rts	$109.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$93.89	$0.00	$0.00	$1.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$14.39	17-44765-00	01-765	Seal Front Ac Compressor 09 11 Glg	$16.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.57	$14.39	$0.00	$0.00	$17.16	$0.00	$14.75	$0.00	$0.00	$16.00	$0.00	$0.00
NF	$31.94	17-44770-00	01-770	Seal Assy (Complete) Rts	$113.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$93.89	$0.00	$0.00	$31.94	$0.00	$103.51	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$5.94	17455	32-446	Belt 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.00	$0.00	$10.19	$14.29	$22.31	$36.11	$29.74	$9.80	$0.00	$10.00	$6.60	$0.00	$5.94
GAP	$7.00	17475	32-476	Belt Ac Compressor To 2Nd Alt 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.00	$0.00	$0.00	$15.72	$23.10	$0.00	$0.00	$9.55	$0.00	$10.64	$0.00	$0.00	$10.88
TEG	$129.59	1749886	17-886	Pipe Flex Metal Turbo Bb 03 06	$0.00	$0.00	$0.00	$0.00	$180.08	$0.00	$0.00	$0.00	$167.20	$0.00	$142.62	$0.00	$0.00	$0.00	$0.00	$0.00	$129.59	$0.00	$0.00
VMP	$6.21	1759	44-175	Filter Hydraulic Wrecker Unit 11	$0.00	$0.00	$0.00	$11.00	$0.00	$10.66	$16.99	$0.00	$0.00	$11.44	$0.00	$0.00	$11.30	$11.00	$0.00	$0.00	$10.99	$0.00	$6.21
FSAP	$362.50	17803873	17803873	Converter	$0.00	$0.00	$0.00	$0.00	$0.00	$362.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$498.55	$0.00	$0.00
NBS	$25.64	1787985	42-985	Hose Coolant 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$42.24	$0.00	$0.00	$0.00	$39.05	$0.00	$25.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$28.57	18001AB820	34-639	Lamp Assy Amber Side 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.86	$29.29	$0.00	$0.00	$32.15	$0.00	$28.57	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$93.27	18156	34-688	Battery Back Up 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$176.40	$93.27	$0.00	$0.00	$0.00	$0.00	$110.12	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$86.89	1855519	18-519	Mount Engine Ruber Bb	$0.00	$0.00	$0.00	$0.00	$100.06	$0.00	$0.00	$0.00	$92.91	$0.00	$86.89	$3.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$669.32	1855543	1855543	Pump Hydraulic	$0.00	$0.00	$0.00	$0.00	$924.53	$0.00	$0.00	$0.00	$895.00	$0.00	$669.32	$0.00	$0.00	$0.00	$0.00	$0.00	$995.05	$0.00	$0.00
MRS	$895.00	18555543	18555543	Pump Hydraulic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$995.05	$0.00	$0.00
NBS	$58.58	1868108	45-681	Hose After Cooler 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$77.90	$0.00	$0.00	$0.00	$72.09	$0.00	$58.58	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$105.00	18-69693-000	18-69693-000	Screen Assm Pull Down	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.55	$0.00	$0.00	$105.00	$0.00	$0.00
MRS	$58.40	1875244	42-244	Elbow Silicone 90 Deg 2" Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58.40	$0.00	$62.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$2.50	190261-12S	45-166	Elbow Fem 3/4 90 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.14	$0.00	$0.00	$2.50	$26.18	$9.40	$0.00	$0.00	$0.00	$37.86	$0.00

PREV	$10.50	190261-16S	45-188	Fitting 90 Deg # 16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.77	$39.40	$0.00	$0.00	$43.89	$10.50	$0.00	$0.00	$0.00	$60.32	$0.00
PREV	$16.21	190261-20S	190261-20S	Fitting No 20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.89	$0.00	$0.00	$0.00	$0.00	$16.21	$0.00	$0.00	$75.18	$79.58	$0.00
PREV	$3.50	190261-6S	45-163	Elbow Fem 3/8 90 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.09	$0.00	$0.00	$0.00	$16.94	$3.50	$0.00	$0.00	$0.00	$22.84	$0.00
PREV	$6.49	190265-12S	45-174	Elbow Fem 3/4 45 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.19	$0.00	$0.00	$7.09	$0.00	$6.49	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$7.09	190265-6S	45-171	Elbow Fem 3/8 45 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.09	$0.00	$0.00	$10.99	$0.00	$0.00	$0.00	$0.00	$0.00	$21.12	$0.00
MRS	$8.31	190295-4S	45-160	Elbow 1/4 90 Deg Fjic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.31	$0.00	$0.00	$0.00	$16.94	$0.00	$0.00	$0.00	$0.00	$21.42	$0.00
NF	$5.14	190296-10S	45-165	Elbow 5/8 90 De Fjic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.89	$0.00	$0.00	$5.14	$19.80	$5.85	$0.00	$0.00	$0.00	$29.29	$0.00
MRS	$7.35	190296-4S	45-161	Elbow Female 1/4 90 Dg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$3.65	190296-8S	45-164	Elbow Fem 1/2 90 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.19	$27.69	$0.00	$8.72	$0.00	$3.65	$0.00	$0.00	$0.00	$24.42	$0.00
NF	$5.82	190297-10S	45-173	Elbow 5/8 45 Deg Fjic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.15	$0.00	$0.00	$5.82	$19.78	$0.00	$0.00	$0.00	$0.00	$33.48	$0.00
NF	$3.84	190297-8S	45-172	Elbow Fem 1/2 45 Deg Jic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.09	$0.00	$0.00	$3.84	$0.00	$3.90	$0.00	$0.00	$0.00	$23.58	$0.00
MRS	$28.28	19073-16S	19073-16S	Fitting No 4 45 Deg	$0.00	$0.00	$0.00	$55.00	$0.00	$0.00	$0.00	$0.00	$28.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47.12	$66.76	$0.00
PREV	$15.42	190772-16S	190772-16S	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.28	$0.00	$0.00	$0.00	$0.00	$15.42	$0.00	$0.00	$45.27	$62.62	$0.00
MRS	$47.67	190773-20S	190773-20S	Fitting 45 Deg No 20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47.67	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.00	$111.38	$0.00
TEG	$100.57	19120097	19120097	Door Hinge Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.57	$0.00	$0.00
NF	$0.81	19206-3	34-276	Lens License Plate Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.31	$0.00	$2.19	$0.00	$0.00	$0.81	$0.00	$3.10	$0.00	$0.00	$0.00	$0.00	$2.29
TEG	$699.07	19210418	19210418	Driver Door	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$699.07	$0.00	$0.00
FSAP	$162.75	19245475	19245475	Abs Module	$0.00	$0.00	$0.00	$340.67	$0.00	$162.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$640.51	$0.00	$0.00
FSAP	$32.25	19258620	42-620	Hose Radiator 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$32.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$83.02	19260480	19260480	Hose	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.80	$0.00	$0.00	$83.02	$0.00	$0.00	$0.00	$99.00	$0.00	$0.00
MRS	$0.15	194	34-204	Bulb 194 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.20	$3.25	$0.00	$0.15	$0.74	$0.00	$0.00	$1.95	$0.25	$0.00	$0.00	$0.00	$0.00	$0.18
MRS	$4.89	19-4-234	45-800	Clamp Water Rts And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.89	$0.00	$0.00	$0.00	$14.56	$5.66	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$109.00	19504150	45-851	Tensioner Belt 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$118.00	$0.00	$0.00	$109.00	$0.00	$0.00
TEG	$46.10	1954574	1954574	Sensor Temperature	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.10	$0.00	$0.00
PREV	$2.89	19576	70-576	Bushing Lift Ricon Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.80	$0.00	$0.00	$2.89	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$11.18	19592	19-592	Pinion Kit Bb	$0.00	$0.00	$0.00	$13.84	$0.00	$0.00	$0.00	$0.00	$54.88	$0.00	$0.00	$11.18	$0.00	$55.43	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$650.25	1964923	45-923	Motor Fan Hydraulic Bb	$0.00	$0.00	$0.00	$0.00	$826.56	$0.00	$0.00	$0.00	$767.51	$0.00	$656.57	$0.00	$0.00	$0.00	$0.00	$0.00	$650.25	$0.00	$0.00
PREV	$5,920.00	198124D	198124D	Transmission Vrt31 Rh W/Pto	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,920.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$56.82	1983600	52-360	Wiper Arm 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$92.60	$0.00	$0.00	$0.00	$88.56	$0.00	$56.82	$1,088.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$6.79	1994085	34-154	Switch Turn Signal Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.79	$0.00	$0.00	$0.00	$0.00	$29.06	$0.00	$0.00	$12.68	$0.00	$0.00
MRS	$8.17	1AA12FJ12	1AA12FJ12	Fitting	$0.00	$0.00	$0.00	$23.90	$0.00	$0.00	$0.00	$0.00	$8.17	$0.00	$0.00	$24.37	$0.00	$0.00	$0.00	$0.00	$0.00	$14.84	$0.00
PREV	$11.12	1AA16FJ16	1AA16FJ16	Fitting No 16	$0.00	$0.00	$0.00	$45.00	$0.00	$0.00	$0.00	$0.00	$18.16	$0.00	$0.00	$0.00	$0.00	$11.12	$0.00	$0.00	$0.00	$24.80	$0.00
NF	$7.67	1AA16FJB16	1AA16FJB16	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.84	$0.00	$0.00	$7.67	$0.00	$0.00	$0.00	$0.00	$0.00	$46.26	$0.00
MRS	$28.95	1AA16FJC16	1AA16FJC16	Fitting No 16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.39	$68.96	$0.00
MRS	$19.80	1AA16FR16	1AA16FR16	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.99	$37.84	$0.00
MRS	$28.28	1AA16FRB16	1AA16FRB16	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44.00	$57.04	$0.00
MRS	$13.88	1AA16MP16	1AA16MP16	Fitting No 16	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00	$0.00	$0.00	$13.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.50	$18.50	$0.00
PREV	$1.59	1AA4FJ4	1AA4FJ4	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.19	$0.00	$0.00	$17.47	$0.00	$1.59	$0.00	$0.00	$5.64	$6.04	$0.00
MRS	$7.21	1AA4FJB4	1AA4FJB4	Fitting *J	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.00	$14.18	$0.00
TEG	$4.96	1AA6FJ6	1AA6FJ6	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.96	$7.04	$0.00
MRS	$4.95	1AA8FJ8	1AA8FJ8	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.99	$8.94	$0.00
TEG	$10.00	1AA8MP10	1AA8MP10	Fitting	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$11.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.00	$14.78	$0.00
TEG	$5.84	1AAA6MJ6	1AAA6MJ6	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.84	$6.84	$0.00
PREV	$2.00	1AAFJ4	1AAFJ4	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.69	$0.00	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00	$5.64	$0.00	$0.00
NF	$3.97	1AAFJ8	1AAFJ8	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00	$3.97	$0.00	$0.00	$0.00	$0.00	$7.00	$0.00	$0.00
TEG	$56.99	1L5Z*13008*AA	1L5Z*13008*AA	Headlamp Assy	$0.00	$0.00	$0.00	$63.67	$0.00	$0.00	$0.00	$0.00	$78.25	$57.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56.99	$0.00	$0.00
MRS	$114.80	1R10-105	16-015	Bellow Air Rear 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.80	$210.36	$0.00	$0.00	$0.00	$0.00	$0.00	$259.23	$0.00	$0.00	$0.00
PREV	$80.88	1R11-152	16-152	Bellow Air F&R Bb & Trolley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.89	$0.00	$260.70	$0.00	$0.00	$80.88	$0.00	$0.00	$99.00	$0.00	$0.00
TEG	$62.37	1R11-169	16-651	Bellow Air Rear 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$124.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$185.72	$62.37	$0.00	$0.00
PREV	$136.09	1R12-487	16-192	Bellow Air Rear 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$159.95	$0.00	$0.00	$0.00	$0.00	$136.09	$0.00	$226.35	$0.00	$0.00	$0.00
TEG	$99.67	2000313	16-313	Rod Raduis Upper 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$190.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.67	$0.00	$0.00
GAP	$3.13	200-180	45-180	Thermostat Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.13	$0.00	$0.00	$4.72	$0.00	$117.20	$3.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$15.17	2002681	02-681	Arm Assm. Entrance Door Rts	$0.00	$0.00	$0.00	$15.17	$0.00	$0.00	$0.00	$0.00	$15.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$36.18	2004805	16-805	Mount Cradle Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.98	$0.00	$0.00
CDSS	$12.99	2010041	13-034	Wedge Assy Fr & Rear 97	$0.00	$0.00	$0.00	$12.99	$0.00	$0.00	$0.00	$0.00	$14.95	$0.00	$0.00	$0.00	$0.00	$41.40	$0.00	$0.00	$0.00	$0.00	$0.00

CDSS	$8.00	2010045	13-042	Plunger Rts	$0.00	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$8.59	$0.00	$0.00	$0.00	$0.00	$47.90	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.59	2010065	13-032	Seal Actuator Assy Wedge 97	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$4.07	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.59	2010807	13-033	Seal Actuator Brakes 97	$0.00	$0.00	$0.00	$1.10	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$0.00	$0.00	$2.08	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$6.45	20123	20-123	Spring Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.45	$0.00	$0.00
OAP	$274.72	20-20741-AM	20-20741-AM	Ac Compressor	$286.87	$0.00	$0.00	$0.00	$0.00	$0.00	$409.64	$0.00	$0.00	$0.00	$287.29	$0.00	$274.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$6.55	20-22-306	99-023	Screen A/C Rts	$10.41	$0.00	$0.00	$6.55	$0.00	$0.00	$0.00	$0.00	$9.89	$0.00	$0.00	$17.19	$0.00	$9.70	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$2.75	2023171	18-005	Sleeve Hub Rts & Glg Oil Wiper	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.95	$0.00	$0.00	$0.00	$0.00	$14.25	$0.00	$0.00	$2.75	$0.00	$0.00
PREV	$115.00	2029167	02-167	Windshield Fr Psnger Side 102" Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$115.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$99.00	2029168	2029168	Left Windshield	$0.00	$0.00	$0.00	$100.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$116.00	$0.00	$0.00	$99.00	$0.00	$0.00
TEG	$99.00	2029169	2029169	Windshield Rh 96"	$0.00	$0.00	$0.00	$100.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.00	$0.00	$0.00
CDSS	$114.32	2029170	02-202	Windshield Frt Drv Side Lh Rts 96"	$0.00	$0.00	$0.00	$114.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$7.00	2031302	56-033	Knob Run Switch/Sw Pannel Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.09	$0.00	$0.00	$880.53	$0.00	$0.00	$0.00	$0.00	$7.00	$0.00	$0.00
TEG	$18.95	2031311	56-032	Switch Assy /Switch Pannel Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.95	$0.00	$0.00
CDSS	$46.00	2033441	04-441	Window Exit Door Rear Front Rts	$0.00	$0.00	$0.00	$46.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$44.84	2033442	04-442	Window Exit Door Rear Rear Rts	$0.00	$0.00	$0.00	$44.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$38.98	2033444	2033444	Glass Upper Entrance	$0.00	$0.00	$0.00	$45.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.98	$0.00	$0.00
MRS	$9.95	2034246	34-424	Switch Toggle Kneeler Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$0.00	$0.00	$14.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$12.06	2034267	34-243	Switch Press Fast Idle Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.06	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00
TEG	$4.17	2035742	16-742	Bumper Stop Door Entrance Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.39	$0.00	$0.00	$0.00	$0.00	$5.25	$0.00	$0.00	$4.17	$0.00	$0.00
GLG	$42.35	20-37166-000L	20-37166-000L	Bracket Bumper Front	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$29.00	20-37166-000R	20-37166-000R	Brkt , Bumper Frt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00	$0.00	$0.00
TEG	$1,789.00	2037675	2037675	Bumper Assy Front	$0.00	$0.00	$0.00	$1,865.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,924.00	$0.00	$0.00	$1,789.00	$0.00	$0.00
TEG	$3.55	2037837	18-013	Plunger Front Axle 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.79	$0.00	$0.00	$0.00	$0.00	$100.23	$0.00	$0.00	$3.55	$0.00	$0.00
GLG	$42.43	20-38155-001	20-38155-001	Hinge Piano Intake	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.20	$0.00	$0.00
TEG	$22.00	20-38174-000	20-38174-000	Spacer Hinge Eng Intk Exhaust	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.00	$0.00	$0.00
CDSS	$232.99	2038360	2038360	Blower Motor	$0.00	$0.00	$0.00	$232.99	$0.00	$0.00	$0.00	$0.00	$1,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00
TEG	$15.10	20-38567-000	20-38567-000	Bracket Gas Spring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.10	$0.00	$0.00
MRS	$4.29	203FF	11-203	Bearing Pulley Idler 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.62	$0.00	$4.29	$0.00	$0.00	$0.00	$5.06	$8.13	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.28	2040252	13-047	Oring Actuator Rts	$0.00	$0.00	$0.00	$0.28	$0.00	$0.00	$0.00	$0.00	$2.59	$0.00	$0.00	$0.85	$0.00	$2.31	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$69.95	2042355	2042355	Speaker Assm Exterior	$0.00	$0.00	$0.00	$75.99	$0.00	$0.00	$0.00	$0.00	$72.50	$0.00	$0.00	$0.00	$0.00	$74.00	$0.00	$0.00	$69.95	$0.00	$0.00
GLG	$70.64	20-42976L096.00	20-42976L096.00	Extr. Rubber Fender Flare	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$58.69	20-43075L120.00	20-43075L120.00	Insert Hart Pvc Lf Fender	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1.99	20-44058-000	20-44058-000	Gasket , Wiper Cover ,Lf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00
GLG	$14.30	20-44097-000	20-44097-000	Cover , Wiper (Dc)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.45	$0.00	$0.00
GLG	$35.71	20-45101-000	20-45101-000	Cover Door Brush Lf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$7.10	20-45125-000	20-45125-000	Seal Lf 12.8 X 3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$22.45	20-47468L080.50	20-47468L080.50	Extr. A-Post Trim	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$81.31	20-48400-001	20-48400-001	Hinge Skirt Panel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$81.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$15.77	20-48418-000	20-48418-000	Bracket Gas Spring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$269.69	20-48936M003	20-48936M003	Panel Skirt Fixed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$269.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$195.00	2048992	100-030	Motor Blower Driver'S Rts 97 & 98	$0.00	$295.00	$0.00	$210.00	$0.00	$0.00	$0.00	$0.00	$495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$195.00	$0.00	$0.00
MRS	$8.19	204994	204994	Connector Male	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$249.00	2051096	2051096	Door Entrance Frt Half	$0.00	$0.00	$0.00	$289.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$249.00	$0.00	$0.00
MRS	$8.29	2053504	34-216	Signal Front Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.29	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$199.43	20-53881-002L	20-53881-002L	Hinge Skirt Panel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$199.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$355.46	20-53899M006	20-53899M006	Panel Skirt Fixed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$355.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$27.63	20-53928-000	20-53928-000	Bracket Gas Spring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$609.93	20-55184V007	20-55184V007	Mirror Asm, Exterior Rs-8	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$609.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$495.85	20-55185V005	02-185	Mirror 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$696.42	$527.27	$0.00	$0.00	$689.37	$0.00	$0.00	$0.00	$0.00	$495.85	$0.00	$0.00
GLG	$782.86	20-57131-000	20-57131-000	Panel Asm Upper Rear	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$782.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$127.18	20-57266C004A	20-57266C004A	Module Bumper Lr Rear	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$221.58	2057331	41-331	Valve Asm Rts 97 98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$258.98	$0.00	$0.00	$0.00	$0.00	$221.58	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$135.00	2058385	2058385	Pannel	$0.00	$0.00	$0.00	$140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.00	$0.00	$0.00
GLG	$646.74	20-59385M003	20-59385M003	Panel Skirt Fixed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$646.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$1,527.83	20-59946-000	20-59946-000	Bumper Front 3 Pc	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,527.83	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

CDIS	$8.95	205-SS	01-121	Bearing Ac Idler Pulley 09, 2011 Glg	$0.00	$0.00	$8.95	$0.00	$0.00	$12.77	$9.81	$0.00	$10.47	$16.11	$0.00	$0.00	$9.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$125.38	20-60554-000L	20-60554-000L	Seal Rubber Lf Rr Door	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$125.38	20-60554-00L	20-60554-00L	Seal Rubber Lf Rr Door	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$125.38	20-60554-OOOR	20-60554-OOOR	Seal Rubber Lf	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$39.68	20-61107-005	20-61107-005	Glazing Door Safety Glass	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$44.98	20-61124-001	20-61124-001	Glazing Door 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,690.03	20636	70-636	Controller Lift 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,983.45	$0.00	$0.00	$0.00	$0.00	$2,007.25	$0.00	$0.00	$1,690.03	$0.00	$0.00
CDSS	$1.29	2063601	13-041	Seal Brake Wedge Rts	$0.00	$0.00	$0.00	$1.29	$0.00	$0.00	$0.00	$0.00	$3.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$337.27	20-63662M001	20-63662M001	Panel Hinged	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$337.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$7.99	2064504	08-504	Bracket Asm Outer Rh Sve Door Rts	$0.00	$0.00	$0.00	$7.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$235.98	20-65056M001L	20-65056M001L	Panel Skirt Hinged	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$235.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$8.74	206SS	32-206	Bearing In Alternor Mnt Brkt 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$17.05	$10.56	$0.00	$14.89	$0.00	$0.00	$0.00	$8.74	$0.00	$0.00	$29.72	$0.00	$0.00	$0.00
FSAP	$60.00	20777331	20777331	Caliper	$0.00	$0.00	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$79.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$115.22	$0.00	$0.00
TEG	$5.00	2077749	34-144	Lamp Back Up Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.95	$11.05	$0.00	$0.00	$0.00	$6.57	$0.00	$0.00	$5.00	$0.00	$0.00
NAPA	$23.56	20778485	13-485	Brake Pads Parking 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$59.85	$48.75	$0.00	$76.00	$23.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$102.95	$0.00	$0.00
TEG	$39.62	2078407	2078407	Door Assy Inspection Oil	$0.00	$0.00	$0.00	$42.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.62	$0.00	$0.00
FSAP	$121.18	20788261	20788261	Fan Clutch	$0.00	$0.00	$0.00	$0.00	$0.00	$121.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233.15	$0.00	$0.00
GAP	$14.40	207SS	32-207	Bearing Out Alternor Mnt Brkt 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$23.65	$14.40	$0.00	$22.69	$36.99	$0.00	$0.00	$16.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.09	2081-4-2S	2081-4-2S	Reducer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.60	$1.54	$0.00
CDSS	$1.60	2081-6-4S	2081-6-4S	Reducer	$0.00	$0.00	$0.00	$1.60	$0.00	$0.00	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.70	$0.00
NF	$12.81	2081692	42-692	Valve Asm Surge Tank Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.89	$0.00	$0.00	$12.81	$0.00	$14.38	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$18.79	20826650	20826650	Pin Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.79	$0.00	$0.00
CDSS	$35.00	2085035	01-208	Switch A/C Rts	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00	$0.00	$0.00	$52.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$235.00	2087547	2087547	Rear Door Assy	$0.00	$0.00	$0.00	$235.00	$0.00	$0.00	$0.00	$0.00	$395.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.99	2091348	13-029	Spring Brake Shoe Ret Rts 97	$0.00	$0.00	$0.00	$0.99	$0.00	$0.00	$0.00	$0.00	$1.39	$0.00	$0.00	$0.00	$0.00	$2.90	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$9.00	2091353	12-166	Retainer Assy Rear 97	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$9.09	$0.00	$0.00	$0.00	$0.00	$22.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$18.99	2091356	13-031	Actuator Brake Adj 97 Kit	$0.00	$0.00	$0.00	$18.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$4.99	2095027	12-164	Bolt Actuator Adj Wedge 97	$0.00	$0.00	$0.00	$4.99	$0.00	$0.00	$0.00	$0.00	$9.59	$0.00	$0.00	$0.00	$0.00	$14.67	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$424.00	20951792	20951792	Rear Side Bumper Fascia	$0.00	$0.00	$0.00	$424.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$424.00	$0.00	$0.00
CDSS	$1.45	2097331	27-008	Gasket Dipstick Transm Oil Pan Rts	$0.00	$0.00	$0.00	$1.45	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$3.40	2098	44-054	Filter Air Van & Yuk	$0.00	$0.00	$0.00	$4.00	$0.00	$5.55	$4.85	$0.00	$0.00	$6.18	$0.00	$0.00	$4.29	$0.00	$0.00	$0.00	$3.40	$0.00	$3.89
TEG	$29.25	20993	20993	Power Steering Pump	$0.00	$0.00	$0.00	$55.61	$0.00	$35.49	$41.92	$0.00	$0.00	$50.38	$0.00	$0.00	$40.12	$0.00	$0.00	$0.00	$29.25	$0.00	$0.00
MRS	$471.95	211B-12V	44-790	Valve Cng Assembly 12V Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$471.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$1.26	218	218	O Ring	$0.00	$0.00	$0.00	$2.66	$0.00	$0.00	$0.00	$0.00	$0.00	$2.37	$0.00	$0.00	$1.26	$0.00	$0.00	$0.00	$0.00	$2.76	$0.00
NF	$68.97	22-01594-00	01-594	Block A/C Terminal Rts (2 Pole)	$83.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74.60	$0.00	$0.00	$68.97	$0.00	$76.42	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$35.00	22017	22017	Seat Belt Female	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00	$0.00	$0.00	$35.22	$0.00	$0.00	$45.96	$0.00	$0.00
TEG	$29.45	22046485	18-007	Shock Absorber Front 97, 98, 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.95	$87.03	$0.00	$0.00	$0.00	$43.75	$0.00	$0.00	$29.45	$0.00	$0.00
MRS	$25.00	22062524	16-072	Valve Height Control Rear Lh Glg Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$0.00	$43.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.69	2208 E 1123	12-434	Gasket Rear Axle Bb 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.69	$0.00	$4.22	$0.00	$0.00	$2.08	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.23	2208 W 335	12-133	Gasket Axle 2009, 2011 Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$1.50	$0.00	$1.40	$0.00	$0.00	$0.23	$0.00	$0.00
PREV	$1.38	2208-H-476	12-476	Gasket 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$1.38	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.30	2208M403	12-131	Gasket Rear Hub 2009, 2011 Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.89	$0.00	$0.00	$0.97	$0.00	$0.94	$0.00	$0.00	$0.30	$0.00	$0.00
OAP	$113.44	221029	221029	Rack & Pinion	$0.00	$0.00	$0.00	$168.71	$0.00	$116.16	$155.74	$0.00	$0.00	$135.61	$0.00	$0.00	$113.44	$0.00	$0.00	$0.00	$168.69	$0.00	$0.00
MRS	$54.54	2210-G-8431	13-181	Camshaft Curbside 97 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54.54	$0.00	$0.00	$0.00	$0.00	$61.72	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$54.54	2210-H-8432	13-180	Camshaft Street Side 97 98 Rts	$0.00	$0.00	$0.00	$62.44	$0.00	$0.00	$0.00	$0.00	$54.54	$0.00	$0.00	$0.00	$0.00	$61.72	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.89	2233	34-265	Bulb Mini Stepwell 24V Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$37.29	22-50030-00	01-500	Coil 24V Dc Unloader A/C Rts	$41.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37.29	$0.00	$0.00	$0.00	$0.00	$37.85	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$19.85	2257R1136	16-987	Bracket Brake Chamber 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.87	$0.00	$0.00	$0.00	$0.00	$35.63	$0.00	$0.00	$19.85	$0.00	$0.00
TEG	$0.25	22617-6	22617-6	Boss O Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.25	$0.36	$0.00
FSAP	$298.80	22805590	22805590	Radiator	$0.00	$0.00	$0.00	$0.00	$0.00	$298.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$399.07	$0.00	$0.00
CDSS	$99.71	22837923	22837923	Rear Lamp	$0.00	$0.00	$0.00	$99.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$101.64	$0.00	$0.00
FSAP	$64.14	22839312	22839312	Cooler	$0.00	$0.00	$0.00	$0.00	$0.00	$64.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.67	$0.00	$0.00
TEG	$88.98	22892637	02-637	Reservoir Coolant 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$89.40	$0.00	$0.00	$0.00	$95.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$88.98	$0.00	$0.00
MRS	$60.18	22902	22902	Roll Stop Actuator Rh	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.18	$0.00	$74.62	$0.00	$0.00	$61.67	$0.00	$0.00	$99.00	$0.00	$0.00
MRS	$60.18	22903	22903	Kit Roll Stop Lh	$0.00	$0.00	$0.00	$95.65	$0.00	$0.00	$0.00	$0.00	$60.18	$0.00	$74.62	$0.00	$0.00	$61.67	$0.00	$0.00	$0.00	$0.00	$0.00

CDSS	$18.00	2297J3312	12-165	Actuator Adj Wedge Brake 97	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$6.92	229859N	41-055	Valve Quick Rel Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.89	$14.23	$0.00	$0.00	$0.00	$6.92	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$180.95	230-1136	41-750	Wiper Assy Curb Side Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$187.20	$0.00	$0.00	$0.00	$0.00	$0.00	$180.95	$0.00	$0.00
NBS	$187.20	230-1137	41-751	Wiper Assy Road Side Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$187.20	$0.00	$0.00	$0.00	$0.00	$0.00	$210.90	$0.00	$0.00
MRS	$144.72	230-1156	41-240	Motor Wiper Curbside Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$144.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$110.18	230-1157	41-257	Motor Wiper Road (Street) Side Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$144.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.18	$0.00	$0.00
MRS	$118.69	23013334	27-334	Sensor Speed Trans. Tail Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$118.69	$0.00	$0.00	$0.00	$0.00	$191.04	$0.00	$173.95	$0.00	$0.00	$0.00
CDSS	$25.89	23014239	27-001	Gasket Trans Pan Rts	$0.00	$0.00	$0.00	$25.89	$0.00	$0.00	$0.00	$0.00	$28.28	$0.00	$0.00	$0.00	$0.00	$191.04	$0.00	$41.17	$0.00	$0.00	$0.00
CDSS	$2.99	23015975ATD	23015975ATD	Seal	$0.00	$0.00	$0.00	$2.99	$0.00	$0.00	$0.00	$0.00	$3.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.36	$0.00	$0.00
MRS	$66.58	23018829	45-044	Switch Trns Fwr Rev Glg 97 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66.58	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$91.93	$0.00	$0.00	$0.00
MRS	$152.36	23019308	45-048	Valve Glg And Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$152.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$209.47	$0.00	$0.00	$0.00
MRS	$146.49	23019309	45-049	Solenoid Transmission Rts And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$146.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$202.28	$0.00	$0.00	$0.00
TEG	$0.10	2302132	18-002	Gasket Hub 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.89	$0.00	$0.00	$0.00	$0.00	$0.92	$0.00	$0.00	$0.10	$0.00	$0.00
TEG	$1.05	2302140	18-003	Washer Retainer Hub 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$0.00	$0.00	$3.73	$0.00	$0.00	$1.05	$0.00	$0.00
CDSS	$45.99	23041456	27-006	Bearing Trans. Shaft A/C Rts	$0.00	$0.00	$0.00	$45.99	$0.00	$0.00	$0.00	$0.00	$47.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$108.72	$0.00	$0.00	$0.00
TEG	$1,860.99	23048153	23048153	Shift Selector	$0.00	$0.00	$0.00	$1,930.00	$0.00	$0.00	$0.00	$0.00	$2,256.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,077.14	$1,860.99	$0.00	$0.00
MRS	$0.15	2338304	41-304	Gasket Air Governor Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.59	234099N	13-065	Diaphragm Type 20 97 Rts & Glg	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$0.00	$0.00	$2.59	$0.00	$0.00	$0.00	$0.00	$4.11	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$0.85	23504849	23504849	Seal Ring	$0.00	$0.00	$0.00	$1.20	$0.00	$0.00	$0.00	$0.00	$2.59	$0.00	$0.00	$0.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$32.60	23511580	45-580	Gasket Oil Pan Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.60	$0.00	$0.00	$3,337.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$32.60	23511772	45-772	Gasket Valve Cover Upper Rts(Red)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.83	23512307	45-307	Isolator For Ecm On Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.19	$0.00	$0.00	$0.00	$0.00	$0.83	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$3.89	23512309	45-309	Bolt For Isolator Ecm Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.88	23512880	12-502	Sensor Level Water Reservoir Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$71.52	23513578	45-969	Seal And Sleeve Assy Rear Engine Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$71.52	$41.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$330.00	23513941	23513941	Plate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$330.00	$0.00	$0.00
NF	$16.46	23514708	45-236	Sensor Coolant Temperature Rts 97 98 00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.20	$0.00	$0.00	$16.46	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$16.95	23515250	45-250	Sensor Air Temperature Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$59.59	23515354	45-354	Tube Line Turbo Oil Return Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$13.89	23515417	45-417	Dipstick Engine Series 50 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.89	$0.00	$0.00	$61.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$58.29	23515433	45-433	Tube Turbo Oil Supply Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58.29	$0.00	$0.00	$86.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$1.40	23515470	15-470	Oring Spark Plug Tube Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.09	$0.00	$0.00	$0.00	$0.00	$1.40	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$10.66	23515581	23515581	Kit Shell	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$10.66	$0.00	$0.00	$0.00	$0.00	$12.62	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.39	23515927	45-125	Washer Metal Glg & Rts Sparkplug	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$0.00	$0.00	$0.00	$0.00	$58.67	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$785.38	23515934	45-934	Sensor Air Intake Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$785.38	$0.00	$0.00	$0.00	$0.00	$0.00	$98.72	$0.00	$0.00	$0.00	$0.00
MRS	$2.25	23516362	45-126	Gasket Throttle Plate Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$21.19	23516531	45-653	Gasket Valve Cover Lower Rts(Grey)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37.20	$0.00	$0.00	$0.00	$0.00	$21.19	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$11.56	23516876	16-876	Oring Spark Plug Tube Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.56	$0.00	$0.00
MRS	$4.39	23516906	41-906	Oring Lower Tube (Oil) Spark Plug Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$125.40	23516988	45-988	Sensor Knock Snef Module 97,98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$191.90	23517020	45-351	Harness Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$191.90	$0.00	$0.00	$3.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$29.95	23517044	45-704	Sensor Air 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.95	$0.00	$0.00	$59.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$50.00	23517076	45-145	Gasket Turbo Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.33	23517241	12-241	Stud Turbo To Manifold Rts	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$11.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$1.67	23517242	45-742	Isolator For Oil Pan Gasket All Coaches	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.19	$0.00	$0.00	$0.00	$0.00	$1.67	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.50	23517242DDC	23517242DDC	Bushing Oil Pan Isolator	$0.00	$0.00	$0.00	$1.50	$0.00	$0.00	$0.00	$0.00	$4.19	$0.00	$0.00	$0.00	$0.00	$1.63	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$3.85	23517875	45-875	Gasket Intake Manifold Rts (2)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.09	$0.00	$0.00	$0.00	$0.00	$3.85	$0.00	$0.00	$8.00	$0.00	$0.00
MRS	$50.00	23518219	32-219	Pulley Alternator 50 Dn1 Rts	$0.00	$145.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$233.33	$0.00	$0.00	$172.82	$0.00	$0.00
PREV	$35.54	23518355	45-355	Seal Front Engine Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43.58	$0.00	$0.00	$980.11	$0.00	$35.54	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$10.88	23518865	41-865	Oring Upper Tube (Oil) Spark Plug Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.88	$0.00	$0.00	$71.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$119.15	23518913	50-001	Coil Ignition 97-98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$119.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$48.10	23519555	45-137	Boot Spark Plug 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$13.89	23519754	41-754	Grommet Ignition Coil Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1,056.69	23519932	45-147	Regulator Cng 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,056.69	$0.00	$0.00	$18.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$38.64	23520381	45-138	Probe Coolant Level Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.64	$0.00	$0.00	$0.58	$0.00	$59.04	$0.00	$0.00	$0.00	$0.00	$0.00

MRS	$290.85	23520657	45-352	Harness Ign Coil Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$290.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$55.22	23521436	45-436	Hose Kit Turbo Waste Gate Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,451.00	23521875	23521875	Psv Valve	$0.00	$0.00	$0.00	$1,520.65	$0.00	$0.00	$0.00	$0.00	$3,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,451.00	$0.00	$0.00
CDSS	$610.99	23521877	100-03	Regulator 110 Psig 98 Rts	$0.00	$0.00	$0.00	$610.99	$0.00	$0.00	$0.00	$0.00	$730.76	$0.00	$0.00	$0.00	$0.00	$736.00	$0.00	$0.00	$755.00	$0.00	$0.00
MRS	$222.85	23521882	45-882	Sensor Exhaust Temp 98/Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$222.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$5.99	23522150	23522150	O'Ring	$0.00	$0.00	$0.00	$5.99	$0.00	$0.00	$0.00	$0.00	$9.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$134.28	23522601	45-601	Spacer Metal Turbo Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.28	$0.00	$0.00	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$950.00	23522636	23522636	Flyhousing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,436.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$950.00	$0.00	$0.00
CDSS	$2,064.99	23522722	100-06	Throttle Plate 97 & 98 Rts	$0.00	$0.00	$0.00	$2,064.99	$0.00	$0.00	$0.00	$0.00	$2,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,295.05	23522942	23522942	Harness	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,612.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,295.05	$0.00	$0.00
TEG	$499.00	23523554	23523554	Sensor	$0.00	$0.00	$0.00	$510.89	$0.00	$0.00	$0.00	$0.00	$1,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$499.00	$0.00	$0.00
MRS	$72.00	23524842	23524842	Ring Set	$0.00	$0.00	$0.00	$105.89	$0.00	$0.00	$0.00	$0.00	$72.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.82	$0.00	$0.00
MRS	$650.00	23526113	52-113	Sensor Oxygen (Uego) 98 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$77.66	23527673	45-673	Sensor Barometric Rts 97,98,00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1,295.00	23528023	45-805	Sensor Oxygen Interface 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,295.00	$0.00	$0.00	$5.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$89.86	23528418	45-041	Sensor Map Glg And Bb Intake	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$6.80	23528491	45-491	Seal O Ring Front Cam Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.79	$0.00	$0.00	$0.00	$0.00	$6.80	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$563.08	23528706	45-706	Valve Skinner (Solenoid) 12 V 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$563.08	$0.00	$0.00	$49.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$373.93	23528707	44-522	Valve Skinner (Solenoid) 24 V 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$373.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,580.00	23528720	100-01	Valve Psv 98 Rts	$0.00	$0.00	$0.00	$1,665.00	$0.00	$0.00	$0.00	$0.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,580.00	$0.00	$0.00
CDSS	$395.52	23528950	100-950	Regulator 98 Rts	$0.00	$0.00	$0.00	$395.52	$0.00	$0.00	$0.00	$0.00	$463.66	$0.00	$0.00	$0.00	$0.00	$616.51	$0.00	$0.00	$399.00	$0.00	$0.00
MRS	$36.59	23528982	45-127	Spark Plug Rts Bbg (12) Rtsg (15)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$749.95	23529339	45-339	Module Ignitor 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$749.95	$0.00	$0.00	$4.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$19.19	23529393	44-860	Filter Fuel Cng (Tanks) 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.19	$0.00	$32.38	$0.00	$0.00	$22.75	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$2.35	23530768	45-768	Bolt Head Rts Series 50 Engine	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.39	$0.00	$0.00	$1,157.03	$0.00	$2.35	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$23.72	23531306	45-297	Gasket Set Head Rts Series 50 Eng	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.72	$0.00	$46.45	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$6.04	23532048	45-821	Kit For Valve R/ Waste Gate Turbo Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.23	$0.00	$0.00	$6.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$119.51	23532330	23532330	Kit Head	$0.00	$0.00	$0.00	$165.99	$0.00	$0.00	$0.00	$0.00	$223.47	$0.00	$0.00	$0.00	$0.00	$119.51	$0.00	$0.00	$165.93	$0.00	$0.00
MRS	$62.95	23532797	45-037	Sensor Oil Pressure Rts And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62.95	$0.00	$0.00	$0.00	$0.00	$80.36	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$12.53	23533015	45-235	Tensioner Belt 98 & 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$71.95	$0.00	$59.95	$224.67	$0.00	$12.53	$162.86	$139.71	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.25	23533983	45-666	Gasket Exhaust Manifold Rts(2)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.39	$0.00	$0.00	$40.88	$0.00	$5.25	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2,628.50	23535667	45-515	Manifold Exhaust Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,628.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$150.99	23539444	12-987	Sensor Knock 98 Rts One Wire Harnes	$0.00	$0.00	$0.00	$150.99	$0.00	$0.00	$0.00	$0.00	$192.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$48.48	23550652	45-652	Clamp Turbo To Exh Rts 97 98 00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.58	2385481	16-481	Bracket Frt Stabilzer (Sway Saddle) Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.95	$0.00	$0.00	$0.00	$0.00	$5.58	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$8.95	2400600	52-600	Junction Block Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.95	$0.00	$0.00	$19.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$4.48	2421804	56-028	Screw Assy Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.49	2429517	16-517	Washer Torque Pan Rod Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$0.00	$0.00	$0.00	$0.00	$7.20	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$4.15	2429518	16-518	Bolt Front Axle Rod Upper Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.29	$0.00	$0.00	$93.07	$0.00	$0.00	$0.00	$0.00	$4.15	$0.00	$0.00
CDSS	$0.10	2450337	13-038	Guide Rts	$0.00	$0.00	$0.00	$0.10	$0.00	$0.00	$0.00	$0.00	$0.18	$0.00	$0.00	$0.00	$0.00	$0.15	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.09	24828107	13-248	Pin Anchor 91 92 98	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$6.95	2483952	16-952	Axle Stop Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.27	$0.00	$0.00	$0.00	$0.00	$9.84	$60.82	$0.00	$6.95	$0.00	$0.00
CDSS	$1.00	248502	12-248	Button Control Valve 97 98 & Bb	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$1.39	$0.00	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$6.49	250-0600	16-861	Universal Joint Steering Shaft Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$11.43	$0.00	$0.00	$12.80	$0.00	$0.00	$0.00	$6.49	$0.00	$0.00
FSAP	$13.87	25-060888	25-060888	Belt Serpentine	$0.00	$0.00	$0.00	$29.00	$0.00	$13.87	$17.92	$0.00	$0.00	$24.89	$0.00	$0.00	$17.71	$0.00	$509.83	$0.00	$29.36	$0.00	$0.00
CDSS	$32.99	25517	25517	Kit Block Rail Carriage Guide	$0.00	$0.00	$0.00	$32.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$66.36	255TC-A	255TC-A	Strobe Amber	$0.00	$0.00	$0.00	$73.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66.36	$0.00	$0.00
FSAP	$54.40	25876102	25876102	F-Pipe	$0.00	$0.00	$0.00	$0.00	$0.00	$54.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.50	$0.00	$0.00
TEG	$49.50	25876103	25876103	F-Pipe	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.50	$0.00	$0.00
TEG	$173.80	25930729	25930729	Block	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$173.80	$0.00	$0.00
FSAP	$9.50	260-1540	260-1540	Ball Joint Lower	$0.00	$0.00	$0.00	$0.00	$0.00	$9.50	$21.65	$0.00	$0.00	$38.49	$0.00	$0.00	$37.95	$0.00	$0.00	$0.00	$35.89	$0.00	$0.00
FSAP	$16.17	260-1638	260-1638	Lower Ball Joint	$0.00	$0.00	$0.00	$0.00	$0.00	$16.17	$16.68	$0.00	$0.00	$46.81	$0.00	$0.00	$43.51	$0.00	$0.00	$0.00	$39.99	$0.00	$0.00
MRS	$1.50	2602449	12-260	Gasket Front Axle Bb 03	$0.00	$0.00	$0.00	$0.00	$3.28	$0.00	$0.00	$0.00	$1.50	$0.00	$3.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$30.56	260-5137M	260-5137M	Ball Joint Upper	$0.00	$0.00	$0.00	$0.00	$0.00	$30.56	$69.95	$0.00	$0.00	$46.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.51	$0.00	$0.00
FSAP	$30.56	260-5138M	260-5138M	Ball Joint Upper	$0.00	$0.00	$0.00	$0.00	$0.00	$30.56	$69.95	$0.00	$0.00	$46.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.51	$0.00	$0.00

VMP	$2.25	26302G	34-014	Lamp Door Exit Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.99	$0.00	$2.25
GLG	$388.77	26-45474-0001L	26-45474-0001L	Windshield Road Side	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$388.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$210.00	26-45474-000R	26-45474-000R	Windshield Curbside	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$388.77	$0.00	$0.00	$0.00	$0.00	$0.00	$210.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$215.00	26-45474-001L	02-454	Windshield Roadside 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$388.77	$0.00	$0.00	$0.00	$0.00	$0.00	$215.00	$0.00	$0.00	$368.00	$0.00	$0.00
RDO	$7.51	265-2538	265-2538	Sway Bar Bushing	$0.00	$0.00	$0.00	$0.00	$0.00	$7.62	$16.68	$0.00	$0.00	$19.45	$0.00	$0.00	$16.57	$0.00	$7.51	$0.00	$17.45	$0.00	$0.00
FSAP	$11.54	267-3587	267-3587	Control Arm Bushing	$0.00	$0.00	$0.00	$0.00	$0.00	$11.54	$13.14	$0.00	$0.00	$17.64	$0.00	$0.00	$20.62	$0.00	$0.00	$0.00	$14.50	$0.00	$0.00
FSAP	$8.23	267-4457	267-4457	Control Arm Bushing	$0.00	$0.00	$0.00	$0.00	$0.00	$8.23	$25.31	$0.00	$0.00	$11.15	$0.00	$0.00	$18.95	$0.00	$0.00	$0.00	$9.89	$0.00	$0.00
PREV	$3.80	2807-10	2807-10	Hose No 10	$0.00	$0.00	$0.00	$16.00	$0.00	$0.00	$0.00	$0.00	$4.09	$0.00	$0.00	$4.51	$0.00	$3.80	$0.00	$0.00	$0.00	$17.36	$0.00
NF	$0.95	2807-16	2807-16	Hose	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.99	$0.00	$0.00	$0.95	$0.00	$8.21	$0.00	$0.00	$35.40	$37.56	$0.00
PREV	$5.70	2807-20	2807-20	Hose No 20	$0.00	$0.00	$0.00	$52.99	$0.00	$0.00	$0.00	$0.00	$21.59	$0.00	$0.00	$0.00	$0.00	$5.70	$0.00	$0.00	$0.00	$54.36	$0.00
MRS	$2.00	2807-4	2807-4	Hose No 4	$0.00	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00	$3.67	$0.00	$0.00	$0.00	$0.00	$0.00	$9.00	$0.00
NF	$2.50	2807-6	2807-6	Hose No 6	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$0.00	$2.50	$0.00	$0.00	$0.00	$0.00	$0.00	$12.34	$0.00
MRS	$6.95	281467N	41-048	Valve Assy Rts 97 98 Press Protect	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.95	$0.00	$0.00	$0.00	$0.00	$53.24	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$879.55	2837201D	2837201D	Kit Vg Actuator	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$879.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$62.99	28543432	28543432	Sensor	$0.00	$0.00	$0.00	$62.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$7.45	28554	18-056	Seal Wheel Rear 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$14.95	$11.12	$0.00	$12.59	$0.00	$0.00	$0.00	$21.84	$0.00	$0.00	$0.00	$7.45	$0.00	$10.50
MRS	$13.30	2871453	2871453	Gasket Adapter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.30	$0.00	$0.00	$19.78	$0.00	$21.35	$0.00	$18.11	$0.00	$0.00	$0.00
ROTEX	$401.33	2871979	2871979	Sensor Nitrogen Oxide	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$425.00	$0.00	$0.00	$0.00	$0.00	$590.86	$0.00	$401.33	$0.00	$0.00	$0.00
TEG	$426.95	2872127PX	2872127PX	Injector Xpi	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$495.00	$0.00	$0.00	$965.06	$0.00	$0.00	$0.00	$476.00	$426.95	$0.00	$0.00
MRS	$18.95	2872277	45-512	Sensor Position 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.95	$0.00	$0.00	$23.26	$0.00	$0.00	$0.00	$22.92	$0.00	$0.00	$0.00
MRS	$18.89	2872279	2872279	Sensor Position	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.89	$0.00	$0.00	$23.05	$0.00	$0.00	$0.00	$20.06	$0.00	$0.00	$0.00
MRS	$29.29	2872288	2872288	Connector Inj Fuel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.17	$0.00	$0.00	$0.00
MRS	$369.95	2872298D	2872298D	Sensor Nitrogen	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$369.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$41.09	2872784	45-784	Sensor Pressure Temperature 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.09	$0.00	$0.00	$45.76	$0.00	$0.00	$0.00	$49.87	$0.00	$0.00	$0.00
TEG	$1,169.00	2881856RX	45-856	Turbo 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,899.95	$0.00	$0.00	$0.00	$0.00	$2,486.00	$0.00	$1,736.26	$1,169.00	$0.00	$0.00
MRS	$23.45	2888114	2888114	Kit Afm Mounting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.47	$0.00	$0.00	$0.00
MRS	$175.00	2888173NX	2888173NX	Injector Doser	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175.00	$0.00	$0.00	$343.94	$0.00	$258.00	$0.00	$187.80	$0.00	$0.00	$0.00
ROTEX	$401.33	2894940	45-940	Sensor Nitrogen Oxide Nox Outlet 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$424.95	$0.00	$0.00	$501.74	$0.00	$591.00	$0.00	$401.33	$0.00	$0.00	$0.00
ROTEX	$355.11	2894946NX	45-946	Sensor Nitrogen Oxide Inlet Nox 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$376.00	$0.00	$0.00	$569.85	$0.00	$0.00	$0.00	$355.11	$0.00	$0.00	$0.00
CDSS	$8.00	29501160	29501160	Gasket	$0.00	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.27	$0.00	$0.00	$0.00	$18.75	$0.00	$0.00	$8.00	$0.00	$0.00
CDSS	$34.99	29502244	27-244	Socket Connector Trans Glg & Rts	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.73	$35.44	$0.00	$0.00
NF	$1.85	29502439	29502439	O Ring Packing	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$3.89	$0.00	$0.00	$1.85	$0.00	$0.00	$0.00	$4.31	$0.00	$0.00	$0.00
MRS	$71.99	29503531	45-353	Sensor Speed Internal Turbine 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$71.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$10.50	29503617	29503617	Filter Oil	$0.00	$0.00	$0.00	$32.06	$0.00	$20.16	$10.50	$0.00	$34.19	$16.69	$0.00	$0.00	$11.81	$0.00	$0.00	$0.00	$29.56	$0.00	$0.00
ROTEX	$57.18	29506484	45-484	Switch Pressure Transmission 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.98	$0.00	$63.54	$0.00	$0.00	$0.00	$0.00	$57.18	$0.00	$0.00	$0.00
CDSS	$3.00	29508364	29508364	Metric Bolts	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$3.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$12.53	29510919	45-919	Oring Sec Trans Filter 97, 98 & 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52.99	$0.00	$0.00	$12.53	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$91.20	29511307	34-279	Switch Allison Rts & Bb 4 Psi	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$91.20	$0.00	$0.00	$0.00	$0.00	$117.84	$0.00	$126.31	$0.00	$0.00	$0.00
MRS	$74.29	29511309	34-309	Switch Allison Rts & Bb 10 Psi	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74.29	$0.00	$0.00	$0.00	$0.00	$121.22	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$21.20	29511899	45-899	Gasket Trans To Engine Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.64	29512875	29512875	O Ring	$0.00	$0.00	$0.00	$0.64	$0.00	$0.00	$0.00	$0.00	$0.95	$0.00	$0.00	$5.43	$0.00	$0.00	$0.00	$0.99	$0.00	$0.00	$0.00
MRS	$371.20	29534359	45-359	Shaft Engine To Trans. Rts 97 98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$371.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$478.11	$0.00	$0.00	$0.00
MRS	$1,144.12	29534360	27-360	Spring Plate Assm Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,144.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,156.25	$0.00	$0.00	$0.00
CDSS	$17.00	29535213	29535213	Plate Ret	$0.00	$0.00	$0.00	$17.00	$0.00	$0.00	$0.00	$0.00	$21.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.96	29535219	29535219	Bolt	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00	$0.00	$0.00	$2.79	$0.00	$0.00	$1.96	$0.00	$0.00	$0.00	$3.04	$0.00	$0.00	$0.00
TEG	$4.08	29536379	29536379	Seal	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$29.95	$0.00	$5.95	$16.66	$0.00	$0.00	$8.01	$0.00	$0.00	$0.00	$4.08	$0.00	$0.00
CDSS	$235.00	29540326	29540326	Yoke Kit	$0.00	$0.00	$0.00	$235.00	$0.00	$0.00	$0.00	$0.00	$288.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$34.95	29541897	29541897	Solenoid Assembly	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54.16	$0.00	$0.00	$0.00
CDSS	$62.14	29543432	29543432	Sensor	$0.00	$0.00	$0.00	$62.14	$0.00	$0.00	$0.00	$0.00	$69.95	$0.00	$90.00	$3.81	$0.00	$0.00	$0.00	$78.28	$0.00	$0.00	$0.00
MRS	$71.99	29543433	45-207	Sensor Turbine Speed 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$71.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ROTEX	$179.14	29543434	45-434	Sensor Transmission Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$218.52	$0.00	$270.54	$0.00	$0.00	$233.52	$0.00	$179.14	$0.00	$0.00	$0.00
MRS	$69.55	29544139	45-413	Sensor Speed Turbine 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69.55	$0.00	$85.75	$0.00	$0.00	$89.55	$0.00	$78.20	$0.00	$0.00	$0.00
MRS	$2.89	29546229	27-229	Seal Dipstick Transmission Oil Bb	$0.00	$0.00	$0.00	$3.24	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$6.21	$0.00	$0.00	$0.00	$0.00	$3.57	$0.00	$0.00	$0.00
MRS	$20.57	29546233	45-233	Seal Rear Trans Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.57	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.73	$0.00	$0.00	$0.00
MRS	$125.95	29549577	29549577	Harness Internal Md	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

MRS	$38.10	29552364	45-364	Switch Assy 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.50	$0.00	$0.00	$0.00
TEG	$43.20	29871960CUM	29871960CUM	Sensor Pressure	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43.20	$0.00	$0.00
CDSS	$93.00	300-50036	13-986	Slack Adjuster 98 Rts Rear Crbside	$0.00	$0.00	$0.00	$93.00	$0.00	$0.00	$0.00	$0.00	$112.95	$0.00	$0.00	$0.00	$0.00	$130.91	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.35	303	34-194	Bulb License Plate 303 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$0.00	$0.00	$3.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$53.03	3030CIS	13-303	Brake Chamber Rear 98 (Half Thread)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.03	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.30	3103015	3103015	Seal Grommet	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.39	$0.00	$0.00	$2.71	$0.00	$0.30	$0.00	$2.50	$0.00	$0.00	$0.00
CRBS	$9.07	31-30901-AM	31-30901-AM	Expansion Block Type	$58.91	$0.00	$0.00	$0.00	$9.07	$0.00	$0.00	$0.00	$0.00	$0.00	$14.90	$0.00	$0.00	$0.00	$0.00	$0.00	$60.18	$0.00	$0.00
TEG	$53.98	31-30927-AM	31-30927-AM	Expansion Valve	$58.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.98	$0.00	$0.00
CRBS	$8.08	31-31098	31-31098	Expansion Valve	$58.97	$0.00	$0.00	$0.00	$8.08	$0.00	$0.00	$0.00	$0.00	$0.00	$17.07	$0.00	$32.75	$0.00	$0.00	$0.00	$45.98	$0.00	$0.00
VMP	$0.48	3156	34-316	Bulb 3156	$0.00	$0.00	$0.00	$0.00	$0.00	$0.72	$4.98	$0.00	$0.59	$0.83	$0.00	$1.77	$5.14	$0.00	$0.00	$0.00	$0.00	$1.65	$0.48
VMP	$0.40	3157	34-288	Bulb 3157 (Clear)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.43	$4.24	$0.00	$0.60	$0.74	$0.00	$0.00	$5.59	$0.00	$0.00	$0.81	$0.00	$1.65	$0.40
VMP	$0.59	3157A	34-315	Bulb 3157 (Yellow)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.76	$0.00	$1.29	$1.25	$0.00	$0.00	$7.79	$0.00	$0.00	$0.00	$0.00	$1.53	$0.59
MRS	$12.92	3164067	3164067	Sealant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$18.60	320-2T	34-320	Horn Assy 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$378.68	32-65365-000	32-65365-000	Ecu Dosing System 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$378.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$174.11	32714	32714	Harness	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$174.11	$0.00	$0.00	$0.00	$0.00	$179.48	$0.00	$0.00	$245.00	$0.00	$0.00
TEG	$1,390.05	32721	70-721	Controller Lift 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,957.89	$0.00	$0.00	$0.00	$0.00	$1,981.38	$0.00	$0.00	$1,390.05	$0.00	$0.00
FSAP	$70.30	34-00564-50	34-00564-50	Wheel Blower	$95.00	$0.00	$0.00	$0.00	$0.00	$70.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.20	$0.00	$0.00
MRS	$24.43	34-06083-00	01-608	Nut A/C Front Compressor Rts	$29.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.43	$0.00	$0.00	$0.00	$0.00	$27.15	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$59.95	3417-HS	13-449	Brake Shoe-Pad Rear Bb 03 (Green)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84.50	$0.00	$0.00
TEG	$652.29	3450085-TX	16-085	Bellow Air Front 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$752.29	$0.00	$0.00	$0.00	$0.00	$0.00	$652.29	$0.00	$0.00
VMP	$19.00	35066	12-506	Seal Front Inner 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.35	$0.00	$20.25	$0.00	$56.19	$0.00	$23.60	$22.40	$0.00	$0.00	$0.00	$0.00	$19.00
CDSS	$10.00	35095	25-352	Seal Trans Rear Rts 97 98	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00	$0.00	$25.25	$61.22	$0.00	$0.00	$0.00	$38.36	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.55	35098	45-213	Seal Differential Yoke Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.95	$0.00	$11.55	$38.23	$0.00	$0.00	$20.38	$16.17	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,937.00	35418	35418	Bumper Help Front Swept	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,937.00	$0.00	$0.00
MRS	$5.49	35975	45-975	Clamp Exhaust 5" Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.49	$11.15	$0.00	$77.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$17.97	36347	36347	Driver Align Pulley	$0.00	$0.00	$0.00	$23.86	$0.00	$20.41	$17.97	$0.00	$0.00	$34.59	$0.00	$0.00	$25.41	$0.00	$0.00	$0.00	$22.86	$0.00	$0.00
PREV	$1.01	3682177	3682177	Seal O Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.19	$0.00	$0.00	$5.05	$0.00	$1.01	$0.00	$4.40	$0.00	$0.00	$0.00
OAP	$26.21	370008A	45-218	Seal Wrecker Unit 14	$0.00	$0.00	$0.00	$0.00	$0.00	$29.38	$38.14	$0.00	$36.20	$51.28	$0.00	$0.00	$26.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$20.21	370023A	12-370	Seal Rear 2011 Champion & Trolley 02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.34	$0.00	$25.25	$0.00	$44.33	$0.00	$32.76	$45.04	$0.00	$35.20	$0.00	$45.14	$20.21
MRS	$23.81	370195A	12-003	Seal Oil Rear Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.95	$0.00	$23.81	$52.21	$0.00	$0.00	$47.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.69	3720	12-011	Cup Outer Front Bb 03 06 Glg 91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.46	$0.00	$5.69	$0.00	$17.94	$454.21	$0.00	$6.11	$0.00	$6.12	$0.00	$6.19	$0.00
MRS	$10.95	3782	12-010	Bearing Front Outer Bb 03 06 Glg 91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.82	$0.00	$10.95	$0.00	$35.65	$624.15	$16.38	$13.04	$0.00	$0.00	$0.00	$17.80	$0.00
PREV	$73.35	3800328	3800328	Kit Liner	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$149.95	$0.00	$0.00	$176.89	$0.00	$73.35	$0.00	$136.16	$0.00	$0.00	$0.00
MRS	$51.59	38-00512-00	01-512	Wheel Blower Street Side (Cw) Rts	$56.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51.59	$0.00	$0.00	$0.00	$0.00	$52.23	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$43.99	38-00512-01	01-513	Wheel Blower Curbside (Ccw) Rts	$69.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62.14	$0.00	$0.00	$43.99	$0.00	$63.65	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$70.30	38-00564-50	38-00564-50	Wheel Blower	$0.00	$0.00	$0.00	$0.00	$0.00	$70.30	$0.00	$0.00	$90.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.20	$0.00	$0.00
GAP	$185.00	3807A	13-807	Drum Brake Rear 06 Bb (Blue)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$185.00	$0.00	$219.95	$297.19	$0.00	$0.00	$26.05	$0.00	$0.00	$0.00	$192.00	$0.00	$0.00
VELCO	$23.36	38-191074-10	38-191074-10	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$23.36	$0.00
MRS	$82.28	3822503	3822503	Set Cylinder Liner	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$82.28	$0.00	$0.00	$104.13	$0.00	$0.00	$0.00	$85.90	$0.00	$0.00	$0.00
TEG	$39.00	38455	38455	Fender Rubber	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56.32	$0.00	$0.00	$0.00	$0.00	$0.00	$39.00	$0.00	$0.00
FSAP	$0.94	38623	38623	Orphise	$0.00	$0.00	$0.00	$11.00	$0.00	$0.94	$1.23	$0.00	$0.00	$18.79	$0.00	$0.00	$1.63	$0.00	$0.00	$0.00	$10.79	$0.00	$0.00
FSAP	$0.94	38635	38635	Orfice Valve	$3.98	$0.00	$0.00	$11.00	$0.00	$0.94	$1.23	$0.00	$0.00	$98.49	$0.00	$0.00	$1.63	$0.00	$0.00	$0.00	$10.79	$0.00	$0.00
MRS	$1.09	3867471	3867471	Seal O Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.09	$0.00	$0.00	$1.32	$0.00	$0.00	$0.00	$1.30	$0.00	$0.00	$0.00
VMP	$20.21	38780	12-780	Seal Rear 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.34	$0.00	$25.25	$47.78	$59.90	$0.00	$32.76	$28.10	$0.00	$0.00	$45.17	$0.00	$20.21
PREV	$3.99	3899283	3899283	Seal O Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.14	$0.00	$0.00	$8.53	$0.00	$3.99	$0.00	$7.43	$0.00	$0.00	$0.00
PREV	$1.79	3903475	3903475	Seal Rectangular Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$4.16	$0.00	$1.79	$0.00	$3.61	$0.00	$0.00	$0.00
TEG	$79.80	39038	39038	Plastic Reservoir Tank	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$79.80	$0.00	$0.00
MRS	$13.20	390463CUM	390463CUM	Cover Access Hole	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.35	3905216	45-216	Clamp Turbo-Exhaust 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.39	$0.00	$0.00	$47.26	$0.00	$5.35	$0.00	$47.02	$25.99	$0.00	$0.00
PREV	$0.33	3906696	3906696	Seal Rectangular Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.49	$0.00	$0.00	$6.63	$0.00	$0.33	$0.00	$5.77	$0.00	$0.00	$0.00
PREV	$3.07	3907177	3907177	Seal Rectangular Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.09	$0.00	$0.00	$0.00	$0.00	$3.07	$0.00	$8.41	$0.00	$0.00	$0.00
PREV	$5.70	3918174	3918174	Gasket Oil Cooler	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$0.00	$0.00	$14.87	$0.00	$5.70	$0.00	$12.95	$0.00	$0.00	$0.00
NF	$3.55	3919624	3919624	Puley Accessory Drive	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.41	$0.00	$0.00	$3.55	$0.00	$0.00	$0.00	$43.45	$29.93	$0.00	$0.00
MRS	$3.49	3920773	45-773	Washer, Plug Oil Pan 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$4.04	$0.00	$0.00	$0.00	$4.01	$0.00	$0.00	$0.00

MRS	$9.69	3924147	45-210	Plug Oil Pan 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.69	$0.00	$0.00	$11.17	$0.00	$0.00	$0.00	$11.77	$0.00	$0.00	$0.00
MRS	$4.69	3925437	3925437	Screw Hex Flange	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.69	$0.00	$0.00	$5.67	$0.00	$0.00	$0.00	$4.93	$0.00	$0.00	$0.00
OAP	$12.57	3926855	3926855	Pulley Fan	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.57	$0.00	$0.00	$0.00	$61.35	$0.00	$0.00
PREV	$7.34	3929011	3929011	Gasket Lub Oil	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.29	$0.00	$0.00	$20.12	$0.00	$7.34	$0.00	$18.11	$0.00	$0.00	$0.00
VMP	$32.93	392-9131	12-392	Seal And Sleve For Worn Axle Rear Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.93
TEG	$6.99	3929751CUM	45-751	Gasket Metal Hydraulic Pump 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.61	$6.99	$0.00	$0.00
PREV	$66.07	3930408	3930408	Gasket Oil Pan	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.22	$0.00	$0.00	$0.00	$0.00	$66.07	$0.00	$115.60	$99.20	$0.00	$0.00
MRS	$68.15	3934486	45-486	Seal Rear Main Engine 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68.15	$0.00	$0.00	$83.16	$0.00	$0.00	$0.00	$74.21	$0.00	$0.00	$0.00
PREV	$0.46	3937142	3937142	Seal Injector	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.59	$0.00	$0.00	$2.98	$0.00	$0.46	$0.00	$2.60	$0.00	$0.00	$0.00
PREV	$1.25	3939352	3939352	Gasket Oil Suction	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.29	$0.00	$0.00	$3.90	$0.00	$1.25	$0.00	$3.40	$0.00	$0.00	$0.00
PREV	$2.74	3939353	3939353	Gasket Rear Cover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.49	$0.00	$0.00	$0.00	$0.00	$2.74	$0.00	$6.73	$5.00	$0.00	$0.00
PREV	$5.63	3940245	41-245	Gasket Air Compressor 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.22	$0.00	$0.00	$11.79	$0.00	$5.63	$0.00	$10.61	$0.00	$0.00	$0.00
TEG	$49.50	3943591	3943591	Pulley Fan	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57.57	$0.00	$0.00	$69.01	$0.00	$0.00	$0.00	$60.08	$49.50	$0.00	$0.00
TEG	$20.84	3944163	3944163	Bearing Crankshaft Thrust	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.99	$0.00	$0.00	$29.97	$0.00	$0.00	$0.00	$26.08	$20.84	$0.00	$0.00
MRS	$59.95	3945917	3945917	Set Main Bearing Std	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.95	$0.00	$0.00	$222.24	$0.00	$108.00	$0.00	$172.00	$158.16	$0.00	$0.00
TEG	$7.00	3950661	3950661	Bearing Con Rod Std	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$185.00	$0.00	$0.00	$10.56	$0.00	$8.59	$0.00	$9.48	$7.00	$0.00	$0.00
MRS	$8.48	39520	18-520	Cup 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.59	$0.00	$8.48	$0.00	$0.00	$0.00	$10.92	$8.82	$0.00	$0.00	$10.01	$0.00	$9.76
MRS	$13.40	39590	18-590	Bearing Outer Champion 2011	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.91	$0.00	$13.40	$18.29	$18.69	$0.00	$21.11	$14.83	$0.00	$0.00	$13.63	$0.00	$14.31
MRS	$17.75	3959798	3959798	Gasket Valve Cover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.75	$0.00	$0.00	$21.28	$0.00	$0.00	$0.00	$18.52	$19.00	$0.00	$0.00
TEG	$3.00	3963736	3963736	Retainer Wiring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00	$4.78	$0.00	$0.00	$0.00	$4.16	$3.00	$0.00	$0.00
TEG	$2.25	3963990	3963990	Washer Sealing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.79	$0.00	$0.00	$3.16	$0.00	$4.00	$0.00	$3.50	$2.25	$0.00	$0.00
TEG	$6.00	3964715	3964715	Rod Push	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.89	$0.00	$0.00	$8.19	$0.00	$0.00	$0.00	$7.13	$6.00	$0.00	$0.00
PREV	$31.80	3965966	3965966	Tappet Valve	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58.83	$0.00	$0.00	$70.51	$0.00	$31.80	$0.00	$61.40	$55.20	$0.00	$0.00
PREV	$4.50	3966244	3966244	Bearing Con Rod Std	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.95	$0.00	$0.00	$0.00	$0.00	$4.50	$0.00	$19.91	$14.00	$0.00	$0.00
ROTEX	$394.16	3966430	3966430	Camshaft	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$419.95	$0.00	$0.00	$513.28	$0.00	$0.00	$0.00	$394.16	$427.00	$0.00	$0.00
TEG	$8.00	3966708	3966708	Gasket Rkr Level Housing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.40	$0.00	$0.00	$11.27	$0.00	$0.00	$0.00	$9.81	$8.00	$0.00	$0.00
TEG	$78.99	3969058	45-208	Tube Oil Dipstick (Plastic) 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$105.21	$0.00	$0.00	$124.23	$0.00	$0.00	$0.00	$111.78	$78.99	$0.00	$0.00
TEG	$6.95	3969822	3969822	Connection Adapter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.68	$0.00	$0.00	$10.42	$0.00	$0.00	$0.00	$9.06	$6.95	$0.00	$0.00
TEG	$625.00	3970650	3970650	Support Alternator	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$749.98	$0.00	$0.00	$881.87	$0.00	$1,080.00	$0.00	$695.92	$625.00	$0.00	$0.00
NF	$22.99	3972264	32-264	Belt Water Pump Champion 2011	$0.00	$0.00	$0.00	$0.00	$36.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.58	$22.99	$0.00	$0.00	$0.00	$0.00	$35.29	$0.00	$28.93
CRBS	$19.40	3972806	3972806	Light Side Marker Front Left	$0.00	$0.00	$0.00	$0.00	$19.40	$0.00	$0.00	$0.00	$0.00	$0.00	$31.19	$0.00	$0.00	$0.00	$0.00	$0.00	$29.18	$0.00	$0.00
TEG	$5.00	3973511	3973511	Cap Filler	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.99	$0.00	$0.00	$6.91	$0.00	$0.00	$0.00	$6.22	$5.00	$0.00	$0.00
NF	$80.99	3973819	45-546	Tensioner Belt Water Pump 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$118.75	$0.00	$0.00	$80.99	$0.00	$0.00	$0.00	$125.85	$0.00	$0.00	$0.00
GAP	$35.15	3976835	45-265	Tensioner Belt Alternator 09 11 Gl	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.15	$0.00	$46.55	$0.00	$0.00	$117.21	$86.26	$72.60	$0.00	$99.97	$85.99	$0.00	$0.00
TEG	$35.00	39902	39902	Switch Micro Ent	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00
VMP	$9.67	3VX600	31-029	Belt A/C 97 & 98 Rts	$0.00	$0.00	$0.00	$30.99	$0.00	$0.00	$0.00	$0.00	$9.95	$14.28	$0.00	$163.65	$13.76	$27.17	$0.00	$0.00	$29.99	$0.00	$9.67
NF	$1.15	3X749N	01-281	Contact Ac Rear 24V Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.95	$0.00	$0.00	$1.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$48.38	400-01RB-810	34-512	Lamp Red Led Tail F/Stop Only Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.97	$0.00	$0.00	$0.00	$0.00	$48.38	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.39	40-00520-02	01-520	Cap Ac R134 (Short Plastic) Bb	$1.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.39	$0.00	$1.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$2.33	40204-P	34-402	Lamp Clear 12V 2009 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.41	$0.00	$3.96
TEG	$5.15	40212	34-001	Light Clear Back Up Rts And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.95	$12.18	$0.00	$308.61	$0.00	$0.00	$0.00	$0.00	$5.15	$0.00	$7.03
TEG	$12.71	4022705	4022705	Elbow Male Adapter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.71	$0.00	$0.00
TEG	$15.89	4025270	45-527	Seal Front Engine 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.66	$0.00	$21.81	$0.00	$0.00	$26.61	$0.00	$20.60	$0.00	$26.48	$15.89	$0.00	$0.00
TEG	$172.18	4032068	4032068	Sensor Speed Turbo	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$199.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$187.88	$172.18	$0.00	$0.00
PREV	$710.00	4032767	4032767	Kit Actuator Isc	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$724.79	$0.00	$0.00	$0.00	$0.00	$710.00	$0.00	$989.67	$890.00	$0.00	$0.00
MRS	$724.79	4032767NX	4032767NX	Kit Actuator Isc	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$724.79	$0.00	$0.00	$0.00	$0.00	$725.00	$0.00	$0.00	$890.00	$0.00	$0.00
TEG	$545.89	4032767RX	4032767RX	Kit Vg Tur Acct Service	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$724.79	$0.00	$0.00	$1,079.97	$0.00	$0.00	$0.00	$672.44	$545.89	$0.00	$0.00
MRS	$0.79	40700-3	34-248	Grommet Round Lights Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.25
MRS	$137.88	4089952	45-952	Pump Water 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.88	$0.00	$0.00	$163.56	$0.00	$0.00	$0.00	$146.47	$0.00	$0.00	$0.00
PREV	$38.91	41001AB	34-513	Light Amber Led Signal Rts And Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.20	$0.00	$0.00	$0.00	$0.00	$38.91	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$8.40	411-20S	411-20S	Fitting No 20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.25	$39.72	$0.00	$0.00	$0.00	$8.40	$0.00	$0.00	$0.00	$42.76	$0.00
MRS	$54.15	414931000	41-713	Valve Dump Front Door Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.09	42-00243-00	01-244	Oring Bb	$5.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.09	$0.00	$6.35	$9.73	$0.00	$4.93	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$3.00	42-00243-02	01-241	Oring Low Side 2009 Glg	$18.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$3.97	$0.00	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00
MRS	$1.59	42-00243-03	01-243	Oring (In) Drier Rts	$8.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$7.76	$0.00	$0.00	$0.00	$0.00	$0.00

MRS	$1.19	42-00243-11	01-211	Oring (Out) Drier Rts	$6.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.19	$0.00	$0.00	$0.00	$0.00	$5.69	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$2.26	426A	34-005	Lamp Yellow Glg And Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.50	$0.00	$3.22	$3.85	$0.00	$0.00	$3.64	$0.00	$0.00	$0.00	$4.23	$0.00	$2.26
VMP	$2.26	426R	34-006	Lamp Stop Tail 12V (Red) Glg 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.30	$0.00	$3.19	$3.85	$0.00	$0.00	$3.23	$0.00	$0.00	$0.00	$2.33	$0.00	$2.26
CDSS	$33.50	4281804	4281804	Lens Parking Light Corner	$0.00	$0.00	$0.00	$33.50	$0.00	$0.00	$0.00	$0.00	$42.56	$0.00	$40.52	$0.00	$0.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00
MRS	$97.65	4307166	45-424	Sensor Pressure Differential 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$103.75	$0.00	$0.00	$0.00
MRS	$208.68	4309416NX	45-416	Valve Egr 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$208.68	$0.00	$0.00	$0.00	$0.00	$213.00	$0.00	$223.35	$0.00	$0.00	$0.00
NBS	$602.25	4317202	43-202	Sway Bar Assy Front Bb 03	$0.00	$0.00	$0.00	$0.00	$726.17	$0.00	$0.00	$0.00	$0.00	$0.00	$602.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$870.71	4317319	12-319	Rod Torqe Bb 03 06 Upper	$0.00	$0.00	$0.00	$0.00	$979.47	$0.00	$0.00	$0.00	$914.68	$0.00	$870.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$6.85	4366	02-366	Shock Hood 06 Bb 09 Glg & Crown Victoria	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.99	$0.00	$0.00	$0.00	$0.00	$6.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$14.17	44002R	34-283	Lamp Red Led 12V Stop/Tail/Turn Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.00	$0.00	$38.38	$26.70	$0.00	$0.00	$14.17	$0.00	$0.00	$0.00	$0.00	$0.00	$37.00
PREV	$2.97	4401-8S	4401-8S	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$11.17	$0.00	$0.00	$0.00	$2.97	$0.00	$0.00	$0.00	$12.42	$0.00
MRS	$6.79	4411-10S	45-169	Fitting 5/8 Fjic # 10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.79	$0.00	$0.00	$9.53	$0.00	$0.00	$0.00	$0.00	$0.00	$18.32	$0.00
TEG	$5.00	4411-12S	45-170	Fitting 3/4 Fjic # 12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$0.00	$10.27	$0.00	$7.20	$0.00	$0.00	$5.00	$28.54	$0.00
PREV	$6.72	4411-16S	45-183	Fitting # 16 Female	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.09	$28.65	$0.00	$10.30	$20.52	$6.72	$0.00	$0.00	$0.00	$37.54	$0.00
PREV	$17.00	4411-20S	45-175	Fitting 1 1/4 Jic # 20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.76	$0.00	$0.00	$0.00	$0.00	$17.00	$0.00	$0.00	$0.00	$72.72	$0.00
PREV	$1.48	4411-4S	45-162	Fitting 1/4 Fjic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.69	$0.00	$0.00	$0.00	$0.00	$1.48	$98.72	$0.00	$0.00	$6.74	$0.00
PREV	$1.90	4411-6S	45-167	Fitting 3/8 Fjic # 6	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.95	$0.00	$0.00	$5.60	$0.00	$1.90	$0.00	$0.00	$0.00	$9.58	$0.00
PREV	$3.35	4411-8S	45-168	Fitting 1/2 Fjic # 8	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.09	$0.00	$0.00	$7.29	$0.00	$3.35	$0.00	$0.00	$0.00	$12.86	$0.00
MRS	$8.09	44639	12-639	Stud Front Wheel 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$8.79	$0.00	$0.00	$0.00	$8.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$15.43	44748	44748	Thermostat Van 0923	$0.00	$0.00	$0.00	$0.00	$0.00	$15.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.13	$0.00	$0.00	$0.00	$35.21	$0.00	$0.00
ANDY	$184.61	44870	33-858	Control Pendant W/ C Lift 03 06 Bb	$184.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$189.69	$0.00	$235.50	$0.00	$0.00	$189.90	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$15.14	45001AB808	34-282	Light Side Marker Amber 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.99	$0.00	$0.00	$15.14	$0.00	$20.49	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$28.95	45001AB814	34-393	Light Clearance Led Amber Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.95	$0.00	$0.00	$103.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$19.51	45001RB	34-775	Light Clearance Led Red Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.44	$0.00	$0.00	$0.00	$0.00	$19.51	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$15.00	45001RB813	34-348	Light Clearance Red 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00	$20.95	$0.00	$0.00	$24.43	$0.00	$20.37	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$115.80	4500615133	4500615133	Headlight	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$115.80	$0.00	$0.00
TEG	$160.00	4500644804	4500644804	Driver Cylinder Liner	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$160.00	$0.00	$0.00
TEG	$2.99	4500714563	4500714563	Isolator Valve Cover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.99	$0.00	$0.00
TEG	$34.80	4500855661	4500855661	Seal Rear Crank	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.80	$0.00	$0.00
PREV	$0.98	453869	12-869	Gasket 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.68	$0.00	$1.66	$0.00	$1.23	$0.98	$0.00	$0.00	$1.25	$0.00	$0.00
NBS	$1,069.76	45478	45478	Harness Wiring Pdu Rear	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,069.76	$98.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.22	456	34-201	Bulb Mini 24V 456	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.22	$0.00	$0.00	$0.00	$28.49	$0.45	$0.00	$0.00	$5.12	$0.00	$0.25
MRS	$5.49	45822	70-822	Pin Roll Lock/Unlock Lift Bb (Set Of 10)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$22.77	4590	46-590	Shock Rear Door (Universal) Rts Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.77	$0.00	$0.00	$31.92	$0.00	$0.00	$27.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$60.25	45A-AA2-DDBA-1BA	03-155	Valve Electric & Air Door 2003 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65.23	$0.00	$0.00	$60.25	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$3.88	46-001	46-001	Holder Sign & Poster Acrylic All Vehicle	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.88	$0.00	$0.00
NF	$46.51	460720	45-571	Sensor Coolant Level 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.51	$0.00	$0.00	$0.00	$0.00	$55.00	$0.00	$0.00
NF	$16.72	46121CB	34-796	Light Clear Led 4" Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66.49	$0.00	$0.00	$16.72	$0.00	$65.06	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$2.49	46121RB808	34-858	Light Red Led 4" Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.25	$2.49	$0.00	$0.00	$0.00	$24.74	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$2.81	46134	44-505	Filter Air 00 Ford Crown Victoria	$0.00	$0.00	$0.00	$0.00	$0.00	$5.08	$5.54	$0.00	$3.95	$4.99	$0.00	$0.00	$4.96	$0.00	$0.00	$0.00	$2.81	$0.00	$3.41
MRS	$0.20	464	34-199	Bulb 464	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.20	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$3.81	$0.00	$0.23
NAPA	$8.78	46-50008-00	01-008	Oil Refrigerant A/C Bb R134	$64.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75.00	$8.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$21.80	465611	34-300	Horn Assy 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.80	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.37	473197	27-005	Seal Transmission Shaft A/C (Pto) Rts	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00	$6.58	$0.00	$5.69	$12.52	$0.00	$290.64	$0.00	$0.37	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$124.00	4760335	16-335	Valve Leveling Front Bb	$0.00	$0.00	$0.00	$0.00	$361.06	$0.00	$0.00	$0.00	$335.28	$0.00	$237.21	$0.00	$0.00	$0.00	$0.00	$0.00	$124.00	$0.00	$0.00
MRS	$13.40	47620	18-620	Cup 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.07	$0.00	$13.40	$29.72	$20.07	$0.00	$15.29	$0.00	$0.00	$0.00	$20.82	$0.00	$14.87
VMP	$21.67	47686	18-686	Bearing Inner 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37.07	$0.00	$22.09	$46.22	$31.36	$0.00	$23.30	$0.00	$0.00	$0.00	$35.23	$0.00	$21.67
NBS	$139.52	480206BK	35-206	Microphone Assm Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$4.55	48690CR	12-690	Seal Rear Wheel 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.89	$57.98	$0.00	$0.00	$4.55	$0.00	$0.00	$0.00	$5.89	$0.00	$0.00
OAP	$5.82	4901-5006	32-490	Kit Seal Front Alt 50Dn Rts And 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.29	$0.00	$0.00	$0.00	$5.82	$27.22	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$64.59	4902912	45-912	Sensor Exhaust 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64.59	$0.00	$0.00	$76.26	$0.00	$0.00	$0.00	$68.62	$0.00	$0.00	$0.00
VMP	$32.33	49154	44-154	Filter Air Van 09	$0.00	$0.00	$0.00	$0.00	$0.00	$39.72	$34.64	$0.00	$44.88	$39.77	$0.00	$0.00	$39.59	$57.00	$0.00	$0.00	$52.51	$0.00	$32.33
MRS	$38.15	4921517	45-517	Sensor Oil Pressure Sending Unit 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.15	$0.00	$0.00	$47.25	$0.00	$0.00	$0.00	$46.32	$0.00	$0.00	$0.00
MRS	$134.18	4921728	45-728	Sensor Pressure Differential 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.18	$0.00	$0.00	$163.73	$0.00	$217.00	$0.00	$142.56	$0.00	$0.00	$0.00
TEG	$79.00	4921730	4921730	Sensor Pressure	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$96.72	$0.00	$0.00	$0.00	$0.00	$123.00	$0.00	$0.00	$79.00	$0.00	$0.00

MRS	$89.95	4928594	45-594	Sensor Exhaust Pressure 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.95	$0.00	$0.00	$114.29	$0.00	$0.00	$0.00	$96.13	$0.00	$0.00	$0.00
CDIS	$12.00	4930889	4930889	Hose Elbow	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.95	$0.00	$0.00	$18.89	$0.00	$20.40	$0.00	$18.64	$0.00	$0.00	$0.00
VMP	$15.00	4933315	31-728	Belt Water Pump 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.10	$0.00	$0.00	$47.68	$0.00	$29.92	$0.00	$42.90	$0.00	$0.00	$15.00
ROTEX	$1,290.00	4933745NX	41-745	Compressor Air 09 Trolley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,390.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,290.00	$0.00	$0.00	$0.00
CDIS	$38.67	4934545	4934545	Harness Wiring	$0.00	$0.00	$38.67	$0.00	$0.00	$0.00	$0.00	$0.00	$52.99	$0.00	$0.00	$77.51	$0.00	$0.00	$0.00	$63.54	$0.00	$0.00	$0.00
CDIS	$29.00	4936196	4936196	Tube Injector Fuel Supply	$0.00	$0.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.95	$0.00	$0.00	$43.82	$0.00	$0.00	$0.00	$43.60	$0.00	$0.00	$0.00
ROTEX	$48.57	4937935	4937935	Tube Injector Fuel	$0.00	$0.00	$49.50	$0.00	$0.00	$0.00	$0.00	$0.00	$48.69	$0.00	$0.00	$59.35	$0.00	$0.00	$0.00	$48.57	$0.00	$0.00	$0.00
ROTEX	$3,498.00	4938827	41-827	Compressor Air 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,720.00	$0.00	$0.00	$4,730.21	$0.00	$4,749.00	$0.00	$3,498.00	$3,520.17	$0.00	$0.00
CDIS	$24.00	4944337	4944337	Nozzle Piston Cooling	$0.00	$0.00	$24.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.91	$0.00	$0.00	$0.00
CDIS	$5.20	4944527	4944527	Gasket Connection	$0.00	$0.00	$5.20	$0.00	$0.00	$0.00	$0.00	$0.00	$7.75	$0.00	$0.00	$9.14	$0.00	$0.00	$0.00	$9.40	$0.00	$0.00	$0.00
CDIS	$4.49	4944725	4944725	Guide Tappet	$0.00	$0.00	$4.49	$0.00	$0.00	$0.00	$0.00	$0.00	$6.79	$0.00	$0.00	$8.22	$0.00	$0.00	$0.00	$8.02	$0.00	$0.00	$0.00
CDIS	$69.80	4954245	4954245	Sensor Pressure	$0.00	$0.00	$69.80	$0.00	$0.00	$0.00	$0.00	$0.00	$97.33	$0.00	$0.00	$118.76	$0.00	$160.00	$0.00	$103.41	$0.00	$0.00	$0.00
CDIS	$1,010.65	4954315RX	4954315RX	Pump Fuel/Caps	$0.00	$0.00	$1,010.65	$0.00	$0.00	$0.00	$0.00	$0.00	$1,360.00	$0.00	$0.00	$0.00	$0.00	$1,190.00	$0.00	$1,284.44	$0.00	$0.00	$0.00
MRS	$450.00	4955484NX	45-548	Valve Egr 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$450.00	$0.00	$0.00	$1,000.10	$0.00	$630.00	$0.00	$476.80	$0.00	$0.00	$0.00
TEG	$665.00	4955485NX	45-485	Cooler Egr 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$862.55	$0.00	$0.00	$0.00	$0.00	$665.00	$0.00	$0.00
CDIS	$242.39	4955530	4955530	Kit Engine Piston	$0.00	$0.00	$242.39	$0.00	$0.00	$0.00	$0.00	$0.00	$242.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$258.10	$0.00	$0.00	$0.00
CDIS	$163.64	4955643	4955643	Set Upper Engine Gasket	$0.00	$0.00	$163.64	$0.00	$0.00	$0.00	$0.00	$0.00	$185.85	$0.00	$0.00	$235.66	$0.00	$0.00	$0.00	$197.43	$0.00	$0.00	$0.00
TEG	$2,399.00	4965244NX	45-791	Module Particulate Filter 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,995.00	$0.00	$0.00	$4,084.33	$0.00	$0.00	$0.00	$3,022.22	$2,399.00	$0.00	$0.00
TEG	$36.41	4981096	4981096	Connector Quick Disconnect	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.57	$36.41	$0.00	$0.00
MRS	$48.25	4984575	45-575	Sensor Crankcase Pressure 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.25	$0.00	$0.00	$51.66	$0.00	$62.39	$0.00	$52.72	$0.00	$0.00	$0.00
MRS	$2.59	4988280	4988280	Gasket Hydraulic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.59	$0.00	$5.85	$0.00	$0.00	$3.70	$0.00	$4.20	$0.00	$0.00	$0.00
TEG	$19.00	4988937	45-937	Hose Intake Turbo Side 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.22	$19.00	$0.00	$0.00
MRS	$61.09	4991240	45-431	Pulley Idler 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61.09	$40.44	$0.00	$74.54	$0.00	$0.00	$0.00	$64.88	$0.00	$0.00	$0.00
TEG	$55.48	4991807	4991807	Tube Cpr Water Outlet	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$85.47	$55.48	$0.00	$0.00
CDIS	$59.00	4991808	4991808	Tube Cpr Wate Outlet	$0.00	$0.00	$59.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69.95	$0.00	$0.00	$84.75	$0.00	$101.50	$0.00	$73.78	$0.00	$0.00	$0.00
TEG	$25.48	4993224	4993224	Tube Cpr Water Outlet	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.02	$25.48	$0.00	$0.00
CDIS	$333.29	4995027	4995027	Connection Air Intake	$0.00	$0.00	$333.29	$0.00	$0.00	$0.00	$0.00	$0.00	$379.95	$0.00	$0.00	$429.11	$0.00	$0.00	$0.00	$358.67	$0.00	$0.00	$0.00
CDIS	$25.00	4995630	4995630	Lever Rocker	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$42.69	$0.00	$0.00	$0.00	$42.47	$0.00	$0.00	$0.00
NF	$117.48	4TA-22-137	02-002	Valve Door Control	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$17.99	4ZM08	41-066	Regulator Air Front Door Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.25	50-00019-000	50-00019-000	Lock Asm 5/16	$0.00	$0.00	$1.38	$0.00	$0.00	$0.00	$0.00	$1.58	$1.25	$0.00	$0.00	$0.00	$0.00	$4.02	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$599.95	50-01122-01	50-01122-01	Pump Assy 120 Triple Relief	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$788.83	$599.95	$0.00	$0.00	$0.00	$0.00	$619.50	$0.00	$0.00	$865.00	$0.00	$0.00
MRS	$752.83	50-01122-02	01-122	Clutch A/C 97 & 98 Rts	$838.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$752.83	$0.00	$0.00	$39.52	$0.00	$761.96	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$725.87	50-01122-14	01-224	Clutch Ac Assy 09 Glg	$887.35	$0.00	$725.87	$0.00	$0.00	$0.00	$0.00	$0.00	$751.71	$0.00	$0.00	$840.42	$0.00	$800.00	$0.00	$0.00	$735.89	$0.00	$0.00
NBS	$931.71	50-01122-23	01-223	Clutch Assembly Bb	$1,082.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$972.71	$0.00	$931.71	$0.00	$0.00	$984.50	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$196.27	50-01122-50	44-087	Coil (24V Dc) A/C Comp Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$196.27	$0.00	$0.00	$0.00	$0.00	$212.59	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$435.99	500122-02	500122-02	Clutch Assembly	$0.00	$0.00	$0.00	$435.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$295.00	5004187X	41-500	Compressor Air 97, 98 & 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$295.00	$339.94	$0.00	$0.00	$0.00	$1,630.41	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$25.25	5004341X	41-082	Kit Purve Valve Ad9 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.25	$0.00	$0.00	$64.91	$0.00	$45.24	$0.00	$59.95	$0.00	$0.00	$0.00
CDSS	$9.00	502-1	502-1	Tip Tap Mechanism	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$15.09	$0.00	$0.00	$0.00	$0.00	$16.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$48.48	504-4SP	504-4SP	Lg 12V Electric Motor	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$64.88	50-54564-006	50-54564-006	Harness Fire Detection	$0.00	$0.00	$64.88	$0.00	$0.00	$0.00	$0.00	$84.44	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$25.45	5061360	32-373	Belt Alternator 2009 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$39.09	$0.00	$0.00	$27.28	$38.04	$0.00	$0.00	$32.20	$0.00	$0.00	$0.00	$39.00	$0.00	$25.45
MRS	$77.70	50-62011-00	32-011	Pulley Idler Doble V Belt 06 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77.70	$0.00	$94.49	$97.32	$0.00	$79.60	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$377.50	50-62750-000	50-62750-000	Harness Transmission	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$377.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$560.00	50-62750-001	50-62750-001	Harness Transmission	$0.00	$0.00	$560.00	$0.00	$0.00	$0.00	$0.00	$570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$39.00	507848	45-206	Valve Hydraulic 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.00	$0.00	$0.00
NBS	$7.87	51041	34-998	Cap (Rocker) Switch Lights Bb	$0.00	$0.00	$0.00	$0.00	$8.39	$0.00	$0.00	$0.00	$0.00	$17.64	$7.87	$11.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$10.00	5106-WCC	01-127	Bearing Ac Belt Tensioner 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$32.54	$24.82	$0.00	$23.45	$41.09	$0.00	$0.00	$24.02	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00
MRS	$0.39	51-09325-000	51-09325-000	Reflector Rectangular Red	$0.00	$0.00	$0.43	$0.00	$0.00	$0.00	$0.00	$0.63	$0.39	$0.00	$0.00	$0.00	$0.00	$0.46	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$77.44	51-19017-003	41-064	Pedal Assy Elc Throttle Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$163.51	$119.80	$0.00	$0.00	$77.44	$0.00	$130.39	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$25.44	51-23339-000	45-209	Switch Oil Pressure Light 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.78	$33.99	$0.00	$0.00	$0.00	$0.00	$30.79	$0.00	$0.00	$25.44	$0.00	$0.00
PREV	$16.25	51-26635-005	45-635	Sensor Low Coolant 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.93	$18.18	$0.00	$0.00	$0.00	$0.00	$16.25	$0.00	$0.00	$19.93	$0.00	$0.00
MRS	$58.48	51-27757-002	51-27757-002	Lamp Assm Lh Headlight	$0.00	$0.00	$85.99	$0.00	$0.00	$0.00	$0.00	$68.33	$58.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$58.48	51-27758-002	51-27758-002	Lamp Asm Rh, Headlight,Hal	$0.00	$0.00	$85.99	$0.00	$0.00	$0.00	$0.00	$68.33	$58.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

OAP	$4.89	5132155	45-129	Gasket Thermostat Metal Glg / Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.34	$5.29	$0.00	$0.00	$4.89	$6.68	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$3.26	51-49741-000	34-740	Relay 12V (Yellow) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.98	$3.26	$0.00	$0.00	$0.00	$0.00	$3.79	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$5.76	51-49741-001	34-741	Relay 24V (Red) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.76	$6.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$12.92	51-51716-000	34-716	Light Assm License Plate 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.92	$32.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$10.22	51-56178-000	34-561	Horn Dual 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.74	$10.22	$0.00	$0.00	$0.00	$0.00	$13.27	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$538.00	52000347	52000347	Inst. Kit 960 Digital Control	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$538.00	$0.00	$0.00
OAP	$23.30	52466047	52466047	Motor Assy	$0.00	$0.00	$0.00	$39.00	$0.00	$44.71	$39.88	$0.00	$0.00	$28.56	$0.00	$0.00	$23.30	$0.00	$0.00	$0.00	$32.00	$0.00	$0.00
CDIS	$28.50	525388	525388	Lever Rocker	$0.00	$0.00	$28.50	$0.00	$0.00	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$29.30	5253888	5253888	Lever Rocker	$0.00	$0.00	$29.30	$0.00	$0.00	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$43.90	$0.00	$0.00	$0.00	$42.47	$0.00	$0.00	$0.00
CDIS	$29.30	52538888	52538888	Lever Rocker	$0.00	$0.00	$29.30	$0.00	$0.00	$0.00	$0.00	$0.00	$34.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$14.19	5255736	5255736	Tube Breather	$0.00	$0.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.19	$0.00	$0.00	$17.31	$0.00	$0.00	$0.00	$17.22	$0.00	$0.00	$0.00
CDIS	$49.12	5255737	5255737	Tube Breather	$0.00	$0.00	$49.12	$0.00	$0.00	$0.00	$0.00	$0.00	$54.95	$0.00	$0.00	$67.07	$0.00	$77.36	$0.00	$66.74	$0.00	$0.00	$0.00
CDIS	$2,840.00	5256469NX	5256469NX	Head Cylinder	$0.00	$0.00	$2,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,995.00	$0.00	$0.00	$4,144.96	$0.00	$0.00	$0.00	$3,022.22	$0.00	$0.00	$0.00
ROTEX	$464.98	5256656	5256656	Harness Etr Control Module Wiring 09 Glg	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$489.95	$0.00	$0.00	$729.40	$0.00	$0.00	$0.00	$464.98	$0.00	$0.00	$0.00
CDIS	$143.00	5257289	5257289	Housing Rocker Lever	$0.00	$0.00	$143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$168.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175.52	$0.00	$0.00	$0.00
CDIS	$24.55	5258625	5258625	Hose Molded	$0.00	$0.00	$24.55	$0.00	$0.00	$0.00	$0.00	$0.00	$28.28	$0.00	$0.00	$34.18	$0.00	$0.00	$0.00	$34.01	$0.00	$0.00	$0.00
CDIS	$18.22	5258626	5258626	Hose Molded	$0.00	$0.00	$18.22	$0.00	$0.00	$0.00	$0.00	$0.00	$21.20	$0.00	$0.00	$25.48	$0.00	$29.65	$0.00	$25.22	$0.00	$0.00	$0.00
CDIS	$225.00	5263986	5263986	Breather Crankcase	$0.00	$0.00	$225.00	$0.00	$0.00	$0.00	$0.00	$0.00	$247.69	$0.00	$0.00	$302.25	$0.00	$0.00	$0.00	$263.17	$0.00	$0.00	$0.00
CDIS	$40.00	5268313	5268313	Tube Cpr Water Inlet	$0.00	$0.00	$40.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.48	$0.00	$0.00	$60.89	$0.00	$0.00	$0.00	$60.04	$0.00	$0.00	$0.00
OAP	$30.00	5270678	5270678	Tensioner	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$112.00	$0.00	$151.45	$0.00	$186.75	$0.00	$30.00	$0.00	$0.00	$0.00	$295.00	$0.00	$0.00
ROTEX	$0.47	5272819	5272819	Seal Rectangular Ring	$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.50	$0.00	$0.00	$0.70	$0.00	$1.56	$0.00	$0.47	$0.00	$0.00	$0.00
CDIS	$7.80	5272959	5272959	Gasket Rkr Lever Housing	$0.00	$0.00	$7.80	$0.00	$0.00	$0.00	$0.00	$0.00	$9.40	$0.00	$0.00	$11.27	$0.00	$15.22	$0.00	$11.21	$0.00	$0.00	$0.00
MRS	$35.40	5273379	45-231	Thermostat 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.40	$0.00	$0.00	$39.93	$0.00	$49.00	$0.00	$42.25	$0.00	$0.00	$0.00
CDIS	$130.99	5284362	5284362	Cooler	$0.00	$0.00	$130.99	$0.00	$0.00	$0.00	$0.00	$0.00	$149.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$155.48	$0.00	$0.00	$0.00
MRS	$23.98	5292712	45-712	Thermostat 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.98	$0.00	$28.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$25.00	53-02125-002	16-071	Valve Height Control Front Rh Glg Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52.60	$25.00	$0.00	$0.00	$0.00	$0.00	$43.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$32.75	53-02222-076	01-222	Belt A/C Compressor Glg & Trolley 09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$76.70	$32.75	$0.00	$0.00	$54.60	$0.00	$65.40	$0.00	$0.00	$0.00	$0.00	$62.00
MRS	$48.48	5303604	44-604	Filter Def 2009 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54.43	$48.48	$0.00	$0.00	$53.20	$0.00	$68.45	$0.00	$51.66	$0.00	$0.00	$0.00
MRS	$21.89	53-08210-000	41-047	Pedal Brake 2009 - 2011 Gllg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.20	$21.89	$0.00	$0.00	$0.00	$0.00	$104.71	$0.00	$0.00	$73.25	$0.00	$0.00
TEG	$1.25	53-13895-005	18-895	Nut Wheel Rear 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.38	$3.86	$0.00	$0.00	$4.47	$0.00	$4.05	$0.00	$0.00	$1.25	$0.00	$0.00
MRS	$99.95	53-19523-004	52-523	Fan Blade 28" 09 11 Glg 7 Blades	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230.34	$99.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$7.49	53-20347-007	53-20347-007	Spring Assm Gas	$0.00	$0.00	$11.79	$0.00	$0.00	$0.00	$0.00	$12.78	$7.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$7.43	53-20347-008	53-20347-008	Spring Assm Gas	$0.00	$0.00	$11.00	$0.00	$0.00	$0.00	$0.00	$12.78	$7.49	$0.00	$0.00	$0.00	$0.00	$7.43	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$22.03	53-21144-004	16-004	Shock Abs Frnt Rear Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.10	$32.89	$0.00	$0.00	$0.00	$0.00	$23.58	$0.00	$0.00	$22.03	$0.00	$0.00
OAP	$6.21	53-26	41-532	Wiper Refill Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$0.00	$0.00	$6.21	$33.00	$0.00	$0.00	$0.00	$0.00	$8.29
PREV	$3.40	53-26075-003	42-075	Clamp Intake Hose 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.82	$5.39	$0.00	$0.00	$0.00	$0.00	$3.40	$0.00	$0.00	$8.00	$0.00	$0.00
PREV	$532.00	53-28158-066	53-28158-066	Monitor Circuit Panel	$0.00	$0.00	$855.00	$0.00	$0.00	$0.00	$0.00	$879.16	$0.00	$0.00	$0.00	$0.00	$0.00	$532.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$10.00	53-28193-004	45-193	Clamp Exhaust Spring Side 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00
TEG	$1.99	53-28246-007	13-246	Clip Sensor (Brake) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.20	$2.28	$0.00	$0.00	$4.69	$0.00	$4.40	$0.00	$0.00	$1.99	$0.00	$0.00
MRS	$12.25	53-29743-000	53-29743-000	Prop Assm	$0.00	$0.00	$15.00	$0.00	$0.00	$0.00	$0.00	$15.00	$12.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$3.00	53-35414-000N	53-35414-000N	Spanner Lock Nut (Dc)	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$4.12	$3.49	$0.00	$0.00	$0.00	$0.00	$3.83	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$0.40	53-35415-000N	53-35415-000N	Gasket Outer Spacer (Dc	$0.00	$0.00	$0.40	$0.00	$0.00	$0.00	$0.00	$0.44	$1.29	$0.00	$0.00	$0.00	$1.62	$0.43	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$48.80	53-35868-000	53-35868-000	Mirror Assm Rr View 8 1/2"	$0.00	$0.00	$50.98	$0.00	$0.00	$0.00	$0.00	$64.30	$0.00	$0.00	$0.00	$0.00	$0.00	$48.80	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$234.88	53-46394N000	53-46394N000	Plate Assm Pivot	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268.06	$0.00	$0.00	$0.00	$0.00	$0.00	$234.88	$0.00	$0.00	$260.88	$0.00	$0.00
CDIS	$112.68	53-46863-000	53-46863-000	Sensor Level	$0.00	$0.00	$112.68	$0.00	$0.00	$0.00	$0.00	$117.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$133.00	53-47677N000	53-47677N000	Arm, Wiper (Dc)	$0.00	$0.00	$133.00	$0.00	$0.00	$0.00	$0.00	$143.91	$151.19	$0.00	$0.00	$0.00	$0.00	$150.20	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$5.90	53-47678N000	52-678	Wiper Blade 09 Glg	$0.00	$0.00	$5.90	$0.00	$0.00	$0.00	$0.00	$0.00	$6.95	$0.00	$0.00	$0.00	$0.00	$18.88	$0.00	$0.00	$0.00	$0.00	$20.00
PREV	$864.68	53-53039N000	53-53039N000	Bike Rack Assm	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$917.71	$0.00	$0.00	$0.00	$0.00	$0.00	$864.68	$0.00	$0.00	$900.89	$0.00	$0.00
TEG	$49.00	53-54194N000	53-54194N000	Bracket Assm Bike Rack	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.00	$0.00	$0.00
CDIS	$290.00	53-66434V000	53-66434V000	Wiper, Motor Asm, Sslf, R	$0.00	$0.00	$290.00	$0.00	$0.00	$0.00	$0.00	$295.78	$0.00	$0.00	$0.00	$0.00	$0.00	$345.47	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$290.00	53-66434V001	53-66434V001	Wiper, Motor Asm, Sslf, F	$0.00	$0.00	$290.00	$0.00	$0.00	$0.00	$0.00	$295.78	$0.00	$0.00	$0.00	$0.00	$0.00	$1,385.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$100.40	53-71691-000	53-71691-000	Sensor Assm Hyd Oil Reserv.	$0.00	$0.00	$100.40	$0.00	$0.00	$0.00	$0.00	$104.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$6.61	54-00508-30	01-107	Brush Set Glg And Rts	$23.34	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$28.00	$6.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1,495.00	54-00533-00	54-00533-00	Motor Condensor	$0.00	$0.00	$2,690.00	$0.00	$0.00	$0.00	$0.00	$2,183.34	$1,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,489.15	$0.00	$0.00
CCB	$295.00	54-00599-00	32-777	Motor Evaporator Bb 03 & 06	$1,556.07	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,397.68	$0.00	$0.00	$0.00	$0.00	$1,414.40	$0.00	$0.00	$0.00	$0.00	$0.00

TEG	$104.00	54-00621-00	54-00621-00	Motor Evaporator	$124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110.98	$0.00	$0.00	$0.00	$0.00	$505.86	$0.00	$0.00	$104.00	$0.00	$0.00
GLG	$0.29	54-13113-084	54-13113-084	Capscrew , Button Hd 5/16-	$0.00	$0.00	$0.31	$0.00	$0.00	$0.00	$0.00	$0.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1.99	54-13118-109	45-311	Connector Quick Fit Cool Valve 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.85	$2.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00
TEG	$0.99	54-37358-000	02-358	Nut Plate Mirror Seats 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.99	$0.00	$0.00
CDIS	$5.90	54-37361-000	54-37361-000	Bracket Gas Spring	$0.00	$0.00	$5.90	$0.00	$0.00	$0.00	$0.00	$6.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.95	54-50067-00	12-700	Brush A/C Bb 03 06 And 09 Glg	$14.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.95	$0.00	$0.00	$0.00	$0.00	$12.82	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.30	54-59931-000	54-59931-000	Gasket Hydraulic Pump	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$10.16	$2.30	$0.00	$0.00	$0.00	$0.00	$2.84	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$50.00	546748	44-488	Filter Air 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$82.22	$0.00	$0.00	$0.00	$0.00	$0.00	$82.99	$86.52	$0.00	$0.00	$143.18	$0.00	$50.00
NF	$22.92	54771P65	54771P65	Rotor Disc	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.92	$0.00	$0.00	$0.00	$0.00	$176.00	$0.00	$0.00
GLG	$12.11	55-00268-003	55-00268-003	Holder, License Plate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$4.95	55018	34-240	Switch Fast Idle / Hazzard Light Rts Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$97.00	55-02404-055	01-050	Hose Ac High Press Glg & Rts	$189.95	$0.00	$0.00	$97.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$12.00	5515-225	5515-225	Coolant Hose	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00
MRS	$3.49	55-1983	01-021	Cap Ac (Brass) Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$0.00	$0.00	$5.94	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$84.66	551LG00944002	15-779	Kit Pump Hydraulic Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84.66	$0.00	$0.00	$0.00	$0.00	$100.00	$0.00	$0.00	$130.50	$0.00	$0.00
CDSS	$8.70	552-A	12-014	Cup Front Outer Glg And Rts	$0.00	$0.00	$0.00	$8.70	$0.00	$0.00	$15.04	$0.00	$14.86	$20.92	$0.00	$0.00	$14.56	$17.75	$0.00	$0.00	$0.00	$0.00	$11.77
TEG	$19.00	555-S	18-555	Bearing Front Outer 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.15	$24.28	$64.66	$0.00	$0.00	$53.83	$29.02	$0.00	$0.00	$19.00	$0.00	$20.00
CDSS	$16.00	557S	12-015	Bearing Frt Outer Glg And Rts	$0.00	$0.00	$0.00	$16.00	$0.00	$0.00	$0.00	$0.00	$23.86	$64.81	$0.00	$0.00	$60.09	$31.92	$0.00	$0.00	$0.00	$0.00	$19.99
TEG	$3.99	55843	45-843	Gasket Metal Turbo 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00
TEG	$60.20	56046	56046	Arm Rest Seat Rh 2009 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.20	$0.00	$0.00
TEG	$7.95	56-09125-008	42-125	Hose Hump Radiator 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.97	$8.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.95	$0.00	$0.00
TEG	$15.00	56-18875-006	42-875	Hose Hump Hi Temp Silicon 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.24	$26.22	$0.00	$0.00	$0.00	$20.25	$0.00	$0.00	$0.00	$15.00	$0.00	$0.00
OAP	$23.90	562345	45-423	Connector Ecm Power Rts 97, 98 And 00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$0.51	563	34-195	Bulb 563	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.19	$17.77	$0.00	$0.00	$0.00	$0.00	$0.51
CRBS	$1,229.88	56944	56944	Harness Wiring	$0.00	$0.00	$0.00	$0.00	$1,229.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,832.99	$0.00	$0.00
TEG	$555.91	57340006-21	05-227	Motor Door Rear Rts	$0.00	$0.00	$0.00	$560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$621.50	$0.00	$0.00	$555.91	$0.00	$0.00
CDSS	$3.45	5920-L	12-040	Stud Hub Lh Rear Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$3.45	$0.00	$0.00	$0.00	$0.00	$4.69	$15.65	$0.00	$0.00	$0.00	$4.45	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$2.95	5920-R	12-041	Stud Wheel R Rear Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$5.99	$0.00	$0.00	$0.00	$0.00	$4.69	$0.00	$0.00	$0.00	$0.00	$2.95	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.89	5935755	34-244	Gasket Step Light Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.59	5977RP	12-032	Nut Outer Right Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$57.12	$3.39	$0.00	$0.00	$0.00	$0.00	$1.01	$0.00
MRS	$1.95	5988RP	12-159	Nut Cap Gr 8 Right Rts	$0.00	$0.00	$0.00	$2.40	$0.00	$0.00	$0.00	$0.00	$1.95	$0.00	$0.00	$0.00	$0.00	$27.52	$0.00	$0.00	$0.00	$3.58	$0.00
TEG	$3.98	600-5546	600-5546	Hinge Pin	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62.95	$15.53	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.98	$0.00	$0.00
OAP	$4.04	60202R	34-406	Lamp Red Rear Rts And Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.20	$0.00	$4.59	$4.99	$7.42	$0.00	$4.04	$0.00	$0.00	$4.97	$0.00	$0.00	$4.35
NF	$84.01	611043	45-400	Plug 1/4" Drain Radiator Rts & Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84.01	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$4.70	63-190600-10	63-190600-10	Fitting No 10	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00	$0.00	$0.00	$7.49	$0.00	$0.00	$0.00	$0.00	$4.70	$0.00	$0.00	$0.00	$18.86	$0.00
PREV	$9.11	63-190600-16	63-190600-16	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.29	$0.00	$0.00	$0.00	$0.00	$9.11	$0.00	$0.00	$33.92	$37.92	$0.00
PREV	$18.87	63-190600-20	63-190600-20	Fitting No 20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.49	$0.00	$0.00	$0.00	$0.00	$18.87	$0.00	$0.00	$102.99	$107.70	$0.00
MRS	$3.59	63-190990-4	63-190990-4	Fitting No 4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.00	$12.40	$0.00
NF	$4.06	63-190990-6	63-190990-6	Fitting No 6	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.59	$0.00	$0.00	$4.06	$0.00	$0.00	$0.00	$0.00	$0.00	$14.96	$0.00
CDSS	$15.00	6320	12-016	Cup Front Inner Glg Rts	$0.00	$0.00	$0.00	$15.00	$0.00	$0.00	$0.00	$0.00	$55.88	$61.40	$0.00	$0.00	$49.23	$56.42	$0.00	$0.00	$0.00	$0.00	$19.69
CDIS	$1.00	6-368	6-368	Lock	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$40.00	6389	12-017	Bearing Fr Inner Glg And Rts	$0.00	$0.00	$0.00	$49.99	$0.00	$0.00	$0.00	$0.00	$70.61	$152.52	$0.00	$0.00	$123.80	$80.52	$0.00	$0.00	$0.00	$0.00	$40.00
PREV	$138.31	64017	13-013	Drum Brake Front 98 & 00 (Gold)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.95	$0.00	$199.95	$277.52	$0.00	$0.00	$0.00	$138.31	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$155.00	64046	13-015	Drum Brake Front 97 (Orange)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$173.00	$0.00	$199.95	$281.91	$0.00	$0.00	$0.00	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$211.00	64048F	13-024	Drum Brake Rear 97 (Yellow)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230.00	$0.00	$249.95	$403.03	$0.00	$0.00	$0.00	$211.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$189.00	64115B	13-014	Drum Rear 09 11 Glg, 98 00 Rts (Silver)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$189.00	$0.00	$242.61	$368.41	$0.00	$241.54	$0.00	$196.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$9.33	6418	6418	Air Filter	$238.16	$0.00	$0.00	$10.00	$0.00	$10.78	$13.86	$0.00	$0.00	$11.33	$0.00	$0.00	$11.25	$13.88	$0.00	$0.00	$9.33	$0.00	$0.00
TEG	$29.44	6461A	18-461	Bearing Front Inner 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64.36	$84.90	$129.34	$0.00	$86.16	$51.40	$59.96	$0.00	$0.00	$29.44	$0.00	$39.00
MRS	$19.95	65-00193-00	65-00193-00	Receiver Assy	$55.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.95	$0.00	$0.00	$0.00	$0.00	$164.31	$0.00	$0.00	$45.18	$0.00	$0.00
PREV	$177.53	65162F	13-738	Drum Brake Front 03 & 06 Bb (White)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$185.00	$0.00	$209.95	$289.95	$0.00	$0.00	$0.00	$177.53	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$11.11	653	12-021	Cup Outer Rear Rts 97 98 00 Glg 01	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00	$24.69	$0.00	$14.09	$35.06	$0.00	$0.00	$27.66	$14.39	$0.00	$0.00	$0.00	$15.45	$11.11
VMP	$22.00	6535	12-029	Cup Inner Rear Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$24.99	$0.00	$0.00	$0.00	$0.00	$30.54	$85.13	$0.00	$66.54	$33.30	$38.58	$0.00	$0.00	$0.00	$0.00	$22.00
PREV	$127.47	65600B	13-398	Drum Brake Front 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175.00	$191.63	$189.95	$270.50	$0.00	$186.99	$0.00	$127.47	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$38.00	6580	12-030	Bearing Inner Rear Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$38.00	$0.00	$0.00	$0.00	$0.00	$70.62	$149.84	$0.00	$77.43	$59.37	$56.75	$0.00	$0.00	$0.00	$0.00	$39.01
MRS	$3.59	66-2296	01-019	Cap Ac (Lg Plastic) Glg & Rts	$0.00	$0.00	$0.00	$6.60	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

VMP	$19.26	663	12-022	Bearing Outer Rear Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$19.49	$0.00	$0.00	$43.89	$0.00	$26.04	$59.26	$0.00	$29.83	$48.78	$24.54	$0.00	$0.00	$0.00	$28.10	$19.26
NAPA	$2.03	66843	34-843	Wire-3 90 Pigtrail Rear Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$2.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$114.23	66866B	13-448	Drum Brake Rear 03 Bb (Green)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$449.00	$0.00	$375.95	$0.00	$114.23	$0.00	$0.00	$315.03	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$10.03	66-U---2--1072	01-091	Bolt Swing A/C Compressor Rts	$43.83	$0.00	$0.00	$48.00	$0.00	$0.00	$0.00	$0.00	$39.39	$0.00	$0.00	$10.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.17	67	34-670	Bulb Stepwall Glg (67)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.38	$1.79	$0.00	$0.17	$0.74	$0.00	$0.00	$2.83	$0.00	$0.00	$0.54	$0.00	$0.58	$0.00
CDSS	$1.76	6750046	6750046	Ring	$0.00	$0.00	$0.00	$1.76	$0.00	$0.00	$0.00	$0.00	$1.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.69	677583	18-009	Stud Wheel Rear Right 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$0.00	$7.46	$0.00	$0.00	$1.75	$0.00	$0.00
TEG	$1.75	678209	18-010	Stud Wheel Left Front 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$0.00	$0.00	$0.00	$0.00	$8.37	$0.00	$0.00	$1.75	$0.00	$0.00
TEG	$1.75	678210	18-011	Stud Wheel Right Front 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.56	$0.00	$0.00	$0.00	$0.00	$8.32	$0.00	$0.00	$1.75	$0.00	$0.00
CDSS	$2.65	6839420	6839420	Ring	$0.00	$0.00	$0.00	$2.65	$0.00	$0.00	$0.00	$0.00	$4.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$211.08	68594	68594	Ac Compressor	$0.00	$0.00	$0.00	$355.69	$0.00	$277.13	$213.18	$0.00	$0.00	$377.79	$0.00	$0.00	$211.08	$0.00	$0.00	$0.00	$393.00	$0.00	$0.00
CDSS	$1.00	6880850	6880850	Seal	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$8.34	68G21164	68G21164	Base Plate	$0.00	$0.00	$0.00	$159.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$155.89	68-G-2-1164	68-G-2-1164	Plate Base	$0.00	$0.00	$0.00	$155.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$210.00	68-G---2--1823	01-118	Pulley Pto Rts 97 98	$0.00	$0.00	$0.00	$210.00	$0.00	$0.00	$0.00	$0.00	$332.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$175.00	68RM-40-738	01-738	Tube Ac Discharge 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$2.00	692317	18-317	Seal Hydraulic Fan Motor Pump 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.00	$0.00	$0.00
GAP	$19.48	6940	46-533	Shock Rear Eng. Door (Universal) Glg Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.48	$0.00	$0.00	$32.30	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$6.59	6944875	12-750	Switch Low Pressure 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.59	$0.00	$0.00	$0.00	$0.00	$17.60	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$72.37	70001RB801	34-361	Lamp Assm (Led) Tail Stop Turn 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.37	$0.00	$0.00	$89.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$66.10	70131AB807	34-833	Lamp Rear Turn Signal 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.37	$66.10	$0.00	$0.00	$101.54	$0.00	$84.66	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$5.53	70669	44-030	Filter Element Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.99	$0.00	$42.66	$5.69	$0.00	$0.00	$5.53	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$5.52	70826	44-031	Oring Spinner Glg/Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.22	$0.00	$0.00	$5.52	$0.00	$10.96	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$9.74	710373	710373	Hd Series Camera With Audio 8Mm	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$12.98	71264	44-032	Oring Spinner Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.40	$0.00	$0.00	$0.00	$0.00	$12.98	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.00	720690	13-036	Boot Kit Front Axle Rts	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00	$0.00	$0.00	$2.01	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.17	73	34-203	Wedge 14 Volt 73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.65	$0.00	$0.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.49	$0.00	$0.19
VELCO	$3.76	73300-2	73300-2	Pipe Coupling	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.99	$3.76	$0.00
VELCO	$1.52	73325-4-2	73325-4-2	Hex Nipple	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.75	$1.52	$0.00
GAP	$97.95	7-3462	7-3462	Ac Condensor	$250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.51	$0.00	$270.00	$0.00	$0.00
TEG	$22.50	75904	15-075	Switch Cut Off Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$82.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.50	$0.00	$0.00
MRS	$29.68	76053 35 N/O	41-0035	Switch Air Pressure Stop Light 97 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$3.62	76061	41-606	Switch Air Pressure Interlock 97 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.10	$0.00	$0.00	$3.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$29.54	76-62257-00	76-62257-00	Blower Kit, Boot & Housing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.54	$0.00	$0.00
OAP	$43.02	76741	76741	Gas Shock Absorber	$0.00	$0.00	$0.00	$0.00	$0.00	$46.16	$48.68	$0.00	$0.00	$49.80	$0.00	$0.00	$43.02	$0.00	$0.00	$0.00	$45.80	$0.00	$0.00
OAP	$3.56	7726	7726	Booster Clamps	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.56	$0.00	$0.00	$0.00	$9.50	$0.00	$0.00
CDSS	$27.55	794056	794056	Glass Front Entrance	$0.00	$0.00	$0.00	$27.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.23	799386	34-262	Lens Amber Top Fr Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.59	$8.78	$0.00	$0.00	$0.00	$5.23	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$90.73	800481	41-481	Valve Brake R12 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.95	$0.00	$0.00	$0.00	$0.00	$90.73	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$64.95	800629	12-800	Valve Brake Pedal 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64.95	$124.00	$175.49	$7.55	$100.44	$99.50	$0.00	$182.13	$0.00	$0.00	$0.00
NF	$31.17	801481	12-481	Valve Abs Bb 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$182.00	$0.00	$258.50	$31.17	$0.00	$152.97	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$126.80	801482	41-482	Valve Abs Bb 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$149.95	$0.00	$0.00	$0.00	$0.00	$126.80	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$2.44	8017830	13-830	Diaphragm Type Type 36	$0.00	$0.00	$0.00	$2.44	$0.00	$0.00	$0.00	$0.00	$6.59	$0.00	$0.00	$0.00	$0.00	$5.25	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$78.03	8036201P	34-803	Sensor Hydraulic Temp Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$78.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$160.80	81129	34-621	Lamp Turn Signal Assy (Yellow) 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$160.80	$0.00	$0.00	$0.00	$0.00	$196.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$29.54	82-00701-000	82-00701-000	Latch Rocker	$0.00	$0.00	$29.54	$0.00	$0.00	$0.00	$0.00	$35.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$209.56	82-02859-303	82-02859-303	Glazing 56" Slider	$0.00	$0.00	$234.00	$0.00	$0.00	$0.00	$0.00	$209.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.48	82-03170-000	18-170	Nut Lock 7/8-14 Rear Wheel 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.22	$0.69	$0.00	$0.00	$1.08	$0.00	$1.02	$0.00	$0.00	$0.48	$0.00	$0.00
MRS	$0.20	82-03283-000	13-283	Pin Spring (Brake) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.49	$0.20	$0.00	$0.00	$0.45	$0.00	$0.41	$0.00	$0.00	$0.23	$0.00	$0.00
CDSS	$1.99	82-03357-000	12-137	Lockwasher Pierced	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00	$0.00	$4.28	$4.19	$0.00	$0.00	$0.00	$0.00	$3.56	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.15	82-03430-000	18-430	Washer Flat7/8 Rear Wheel 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.26	$0.25	$0.00	$0.00	$0.23	$0.00	$0.22	$0.00	$0.00	$0.15	$0.00	$0.00
TEG	$0.33	82-03871-000	13-871	Retainer Brake Roller 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.54	$0.40	$0.00	$0.00	$0.52	$0.00	$0.49	$0.00	$0.00	$0.33	$0.00	$0.00
PREV	$103.01	82-07252-000	82-07252-000	Arm, Wiper (Dc)	$0.00	$0.00	$125.99	$0.00	$0.00	$0.00	$0.00	$129.17	$109.95	$0.00	$0.00	$0.00	$0.00	$103.01	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$35.95	82-07269-000	82-07269-000	Arm, Idler (Dc)	$0.00	$0.00	$45.00	$0.00	$0.00	$0.00	$0.00	$45.08	$37.89	$0.00	$0.00	$0.00	$0.00	$35.95	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$140.00	82-07935-000	13-935	Brake Shoe And Pad Rear 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$140.00	$326.95	$237.50	$0.00	$0.00	$336.82	$0.00	$300.37	$0.00	$0.00	$262.00	$0.00	$0.00

MRS	$2.25	82-08266-000	18-683	Nut Front Wheel 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.03	$2.25	$0.00	$0.00	$5.54	$0.00	$2.36	$0.00	$0.00	$2.99	$0.00	$0.00
PREV	$3.34	82-08883-000	82-08883-000	Nut , Cap	$0.00	$0.00	$5.44	$0.00	$0.00	$0.00	$0.00	$4.80	$3.59	$0.00	$0.00	$0.00	$0.00	$3.34	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.37	82-08884-000	82-08884-000	Washer	$0.00	$0.00	$0.60	$0.00	$0.00	$0.00	$0.00	$0.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.37	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.10	82-11091-000	82-11091-000	Nut , Link Saddle -Blade	$0.00	$0.00	$0.46	$0.00	$0.00	$0.00	$0.00	$0.46	$0.10	$0.00	$0.00	$0.00	$0.00	$0.80	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.25	82-11821-000	13-821	Pin Return Spring (Brake) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.91	$0.25	$0.00	$0.00	$0.84	$50.71	$0.76	$0.00	$0.00	$0.29	$0.00	$0.00
PREV	$6.85	82-12016-000	18-120	Stud Rear Wheel 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.69	$8.69	$0.00	$0.00	$7.55	$0.00	$6.85	$0.00	$0.00	$10.69	$0.00	$0.00
MRS	$47.20	82-15537-000	82-15537-000	Exciter Abs Rr Axle	$0.00	$0.00	$100.00	$0.00	$0.00	$0.00	$0.00	$100.00	$47.20	$0.00	$0.00	$0.00	$0.00	$81.25	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$275.00	82-19665-000	13-665	Brake Pad And Shoe Front 09 Glg	$0.00	$0.00	$328.86	$0.00	$0.00	$0.00	$0.00	$332.51	$275.00	$0.00	$0.00	$328.97	$0.00	$283.85	$0.00	$0.00	$299.99	$0.00	$0.00
TEG	$12.00	82-19812-000	02-812	Mirror (Glass Only) 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00
MRS	$11.22	82-19964-000	31-964	Belt Alt Direct Glg 2009	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.72	$11.22	$0.00	$0.00	$0.00	$0.00	$37.89	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$5.17	82-21272-000	12-174	Link Fr Stabilizer Bar Rts	$0.00	$0.00	$0.00	$65.99	$0.00	$0.00	$0.00	$148.65	$0.00	$0.00	$0.00	$5.17	$0.00	$106.86	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.09	82-21963-000	01-963	Filter A/C Aluminum Driver 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.67	$5.09	$0.00	$0.00	$8.34	$0.00	$0.00	$0.00	$0.00	$5.60	$0.00	$0.00
TEG	$5.25	82-22442-000	18-442	Stud Wheel Front 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.08	$6.95	$0.00	$0.00	$8.07	$0.00	$7.56	$0.00	$0.00	$5.25	$0.00	$0.00
GLG	$337.22	82-22487-303	82-22487-303	Glazing 34"	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$337.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$245.00	82-22532-226	82-22532-226	Glazing 40" Drive	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$245.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$235.00	82-24952-203	82-24952-203	Glazing 46" Slider	$0.00	$0.00	$235.00	$0.00	$0.00	$0.00	$0.00	$249.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$1,647.18	82-24952-403	82-24952-403	Window Assm 46 In Lh Slide	$0.00	$0.00	$1,910.00	$0.00	$0.00	$0.00	$0.00	$1,647.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$210.07	82-25608-000	82-25608-000	Module Ac Display	$0.00	$0.00	$400.00	$0.00	$0.00	$0.00	$0.00	$210.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$172.99	82-27557-000	02-557	Seats Belts Assm Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$231.42	$172.99	$0.00	$0.00	$0.00	$0.00	$175.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$6.49	82-27706-000	82-27706-000	Saddle , Wide (Black Plasti)	$0.00	$0.00	$8.72	$0.00	$0.00	$0.00	$0.00	$8.82	$8.95	$0.00	$10.34	$0.00	$0.00	$6.49	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$4.19	82-27706-003	82-27706-003	Screw , Saddle Link (Dc)	$0.00	$0.00	$5.99	$0.00	$0.00	$0.00	$0.00	$5.95	$4.19	$0.00	$0.00	$0.00	$0.00	$4.38	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$2.44	82-27706-011	82-27706-011	Nozzle,Washer (Dc)	$0.00	$0.00	$3.22	$0.00	$0.00	$0.00	$0.00	$332.00	$2.59	$0.00	$3.89	$0.00	$0.00	$2.44	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$84.00	82-31028-000	82-31028-000	Belt Frt Tie Down	$0.00	$0.00	$84.00	$0.00	$0.00	$0.00	$0.00	$90.19	$109.95	$0.00	$128.40	$0.00	$0.00	$93.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.78	82-32227-000	82-32227-000	Gasket Air Compressor	$0.00	$0.00	$10.99	$0.00	$0.00	$0.00	$0.00	$12.64	$0.00	$0.00	$15.00	$0.00	$0.00	$5.78	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$111.97	82-32833-007	82-32833-007	Drum Brake Rear	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.00	$153.53	$198.65	$0.00	$0.00	$0.00	$187.55	$111.97	$0.00	$0.00	$133.33	$0.00	$0.00
PREV	$75.90	82-36786-000	82-36786-000	Kit Shoe & Lining	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$103.12	$89.95	$0.00	$0.00	$0.00	$0.00	$75.90	$0.00	$0.00	$99.12	$0.00	$0.00
PREV	$207.47	82-39872-001	82-39872-001	Drum Front	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$278.52	$329.95	$0.00	$0.00	$0.00	$0.00	$207.47	$0.00	$0.00	$268.72	$0.00	$0.00
TEG	$3.92	82-39881-000	13-881	Spring Return (Brake) 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.92	$4.59	$0.00	$0.00	$5.29	$0.00	$4.80	$0.00	$0.00	$3.92	$0.00	$0.00
PREV	$146.56	82-40096-000	82-40096-000	Kit Brake Shoe Lining	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$161.24	$0.00	$0.00	$0.00	$0.00	$0.00	$146.56	$0.00	$0.00	$151.82	$0.00	$0.00
CDIS	$271.99	82-42839-002	82-42839-002	Valve Assm	$0.00	$0.00	$271.99	$0.00	$0.00	$0.00	$0.00	$281.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$210.99	82-43947-000	82-43947-000	Belt Lap Shoulder	$0.00	$0.00	$210.99	$0.00	$0.00	$0.00	$0.00	$226.79	$0.00	$0.00	$0.00	$0.00	$0.00	$217.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$913.79	82-45584-001	82-45584-001	Support Alternator	$0.00	$0.00	$9,140.89	$0.00	$0.00	$0.00	$0.00	$913.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,900.89	$0.00	$0.00
CDIS	$328.99	82-47819-001	82-47819-001	Tank Top Radiator	$0.00	$0.00	$328.99	$0.00	$0.00	$0.00	$0.00	$346.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$14.02	82-47819-004	82-47819-004	Seal Divider Uppr Lower Tank	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$40.16	82-48210-000	18-210	Kit Pump Hydraulic Glg 09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54.82	$47.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40.16	$0.00	$0.00
CDIS	$345.00	82-59964-000	82-59964-000	Cooler Oil	$0.00	$0.00	$345.00	$0.00	$0.00	$0.00	$0.00	$370.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$50.40	82-60000-004	45-239	Cap Def 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$992.11	82-61333-000	82-61333-000	Box Assm Control	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$992.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$213.46	82-64256-000	82-64256-000	Valve Doser Injector	$0.00	$0.00	$213.46	$0.00	$0.00	$0.00	$0.00	$232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$255.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$27.00	82-67395-000	82-67395-000	Gasket Irregular	$0.00	$0.00	$27.00	$0.00	$0.00	$0.00	$0.00	$27.23	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$1,900.89	82-68843-000	82-68843-000	Radiator Assm	$0.00	$0.00	$1,900.89	$0.00	$0.00	$0.00	$0.00	$1,911.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$5.71	8303158	12-830	Knob Ac Bb 2003	$0.00	$0.00	$0.00	$0.00	$7.76	$0.00	$0.00	$0.00	$7.89	$0.00	$5.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$139.95	8600562	34-517	Regulator Voltage 50Dn 24Vdc Glg 09	$0.00	$365.00	$0.00	$0.00	$0.00	$0.00	$0.00	$155.24	$139.95	$0.00	$0.00	$0.00	$0.00	$141.81	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$92.79	87-1544-203	01-203	Thermostat Controller Rts	$0.00	$0.00	$0.00	$200.99	$0.00	$0.00	$0.00	$0.00	$233.94	$0.00	$0.00	$92.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$31.10	89241	89241	Tensioner	$0.00	$0.00	$0.00	$79.88	$0.00	$31.10	$43.89	$0.00	$0.00	$32.75	$0.00	$0.00	$33.28	$0.00	$0.00	$0.00	$79.88	$0.00	$0.00
MRS	$5.86	8929280	8929280	Bearing Main Thrust	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.74	$0.00	$0.00
PREV	$0.43	8929285	45-285	Gasket Turbo Line Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.79	$0.00	$0.00	$0.00	$0.00	$0.43	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$1.00	8929328	45-328	Washer Head Bolt Engine Head Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$72.50	8929387DDC	45-892	Sensor Srs 97 & 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.50	$0.00	$0.00	$0.00	$0.00	$92.60	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$49.00	8929388	45-388	Sensor Mag Crankshaft (Trs) Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.46	$0.00	$0.00	$0.00	$0.00	$49.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.09	8929529	45-529	Gasket Metal For Turbo Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$0.00	$0.00	$2.11	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$6.25	8929690	8929690	Bolt	$0.00	$0.00	$0.00	$6.25	$0.00	$0.00	$0.00	$0.00	$7.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.80	8929690DC	8929690DC	Set Bearing Camshaft	$0.00	$0.00	$0.00	$7.55	$0.00	$0.00	$0.00	$0.00	$7.19	$0.00	$0.00	$0.00	$0.00	$5.80	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.80	8929690DDC	8929690DDC	Set Bearing Camshaft	$0.00	$0.00	$0.00	$15.99	$0.00	$0.00	$0.00	$0.00	$7.19	$0.00	$0.00	$0.00	$0.00	$5.80	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$3.49	8929833	45-833	Fitting Connector To Turbo Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$40.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

CDSS	$12.00	8929878	12-436	Thermostat 190 Deg Rts	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00	$27.95	$0.00	$14.95	$24.09	$0.00	$14.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$3.01	89549K	45-852	Clamp Bracket Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.78	$0.00	$0.00	$0.00	$0.00	$3.01	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.22	8PK1255	31-495	Belt Alternator 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$11.90	$14.16	$0.00	$11.22	$0.00	$0.00	$0.00	$31.65	$0.00	$0.00	$0.00	$0.00	$0.00	$11.25
VMP	$12.69	8PK1625	31-248	Belt Water Pump Glg 2009	$0.00	$0.00	$0.00	$0.00	$0.00	$15.28	$13.67	$0.00	$13.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.69
VMP	$11.49	8PK1740	32-205	Belt Alternator 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.24	$0.00	$22.66	$43.83	$0.00	$0.00	$39.38	$0.00	$0.00	$0.00	$0.00	$0.00	$11.49
MRS	$1.59	9005	34-905	Lamp Head High Beam 2009 Vans (9005)	$0.00	$0.00	$0.00	$0.00	$0.00	$3.37	$8.99	$0.00	$1.59	$2.66	$0.00	$0.00	$5.99	$0.00	$0.00	$0.00	$2.99	$0.00	$2.00
CDSS	$2.65	900586-16B	900586-16B	Fitting	$0.00	$0.00	$0.00	$2.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.59	9006	34-906	Bulb Low Beam (9006) 2009 Chevy Van	$0.00	$0.00	$0.00	$0.00	$0.00	$3.37	$7.48	$0.00	$1.59	$2.66	$0.00	$0.00	$3.99	$3.88	$0.00	$0.00	$0.00	$0.00	$2.00
PREV	$0.58	9007	34-193	Bulb Halogen (9007)	$0.00	$0.00	$0.00	$0.00	$0.00	$4.28	$7.98	$0.00	$1.79	$6.29	$0.00	$22.68	$3.99	$0.58	$0.00	$6.50	$0.00	$7.84	$2.00
MRS	$511.66	9111530040X	41-911	Compressor Air 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$511.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$595.00	$0.00	$0.00
TEG	$3.00	91220	91220	MI Connector 1/4X1/8	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00
NF	$0.39	912599	34-215	Reflector Side Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.68	$0.00	$0.00	$0.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$12.40	919824	34-742	Step Light Assy Fr & R Door Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.39	$0.00	$0.00	$12.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.36	928543	34-212	Lamp License Plate Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.36	$0.00	$0.00	$0.00	$0.00	$30.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$13.95	95-03-005	02-950	Triangle Warning Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.00	$0.00	$13.95	$24.95	$0.00	$0.00	$0.00	$16.75	$0.00	$0.00	$15.65	$0.00	$0.00
PREV	$52.70	960-856-000	41-124	Regulator Asm Preset 50 Psi Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57.20	$0.00	$0.00	$0.00	$0.00	$52.70	$0.00	$0.00	$0.00	$0.00	$0.00
VELCO	$6.40	969-6-2	969-6-2	Male Elbow	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.40	$0.00
TEG	$599.40	98034354	98034354	Cooler	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$599.40	$0.00	$0.00
MRS	$1.89	99015	34-245	Lens Step Light Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$18.75	9L-3-103	45-140	Hose Hump Radiator Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.22	$0.00	$0.00	$18.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$42.42	A 4 3105 D 134	18-148	Seal And Retainer Rear 2009 And 2011 Glg	$0.00	$0.00	$49.00	$0.00	$0.00	$0.00	$0.00	$53.68	$42.42	$0.00	$0.00	$49.55	$0.00	$42.49	$0.00	$0.00	$49.89	$0.00	$0.00
MRS	$128.87	A 75 3275 H 1152	45-365	Slack Adj Lh/Rh Front Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$128.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$152.67	A06-44025-000	A06-44025-000	Turn Switch	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$152.67	$0.00	$0.00
CDSS	$4.25	A11199D3384	12-167	Guide Assy Brake Wedge 97	$0.00	$0.00	$0.00	$4.25	$0.00	$0.00	$0.00	$0.00	$4.89	$0.00	$0.00	$0.00	$0.00	$4.65	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$27.50	A1205B2264	12-433	Seal Front Axle Bb 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.50	$0.00	$0.00	$0.00
MRS	$25.25	A-1205-E-2163	12-002	Seal Frontaxle Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.14	$25.25	$37.11	$0.00	$0.00	$0.00	$25.58	$0.00	$0.00	$0.00	$0.00	$0.00
GLG	$16.04	A1205-P-1108	18-647	Seal Front 2009 & 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.04	$57.25	$0.00	$0.00	$36.51	$0.00	$31.31	$0.00	$38.50	$0.00	$0.00	$0.00
PREV	$40.94	A-1205-R-2410	12-175	Seal Rear Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.96	$0.00	$101.56	$0.00	$0.00	$40.94	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.65	A1218A131	13-040	Clip Hold Down Rts	$0.00	$0.00	$0.00	$0.65	$0.00	$0.00	$0.00	$0.00	$0.95	$0.00	$0.00	$0.00	$0.00	$0.77	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$19.85	A12257R1136	16-988	Bracket Mount Brake Chamber 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.87	$0.00	$0.00	$0.00	$0.00	$26.51	$0.00	$0.00	$19.85	$0.00	$0.00
NF	$8.62	A-1-3722-J-686	13-069	Shoe Rear Rts 98	$0.00	$0.00	$0.00	$45.99	$0.00	$0.00	$0.00	$0.00	$45.45	$0.00	$0.00	$8.62	$0.00	$47.45	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$200.00	A2-214	32-214	Regulator Glg 2011	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$255.60	$0.00	$0.00	$0.00	$0.00	$200.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$5.24	A23521894	A23521894	Seal Camshaft Thrust	$0.00	$0.00	$0.00	$5.24	$0.00	$0.00	$0.00	$0.00	$10.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$131.18	A3021	A3021	Alternator	$0.00	$0.00	$0.00	$254.65	$0.00	$135.75	$131.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$254.00	$0.00	$0.00
PREV	$38.84	A-3222-Q-1137	13-053	Shoe Brake Rear Rts 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.84	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$5.78	A-4-3222-M-1157	13-170	Shoe And Lining Lower 98 Rts	$0.00	$0.00	$0.00	$63.44	$0.00	$0.00	$74.95	$0.00	$39.95	$0.00	$0.00	$5.78	$0.00	$39.01	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$299.96	A76-62152-04	A76-62152-04	Comp Tm21 Dir	$311.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$299.96	$0.00	$0.00
CDSS	$1.00	A8929740	A8929740	Seal Block/Gear Case	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$2.19	$0.00	$0.00	$0.00	$0.00	$1.19	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$13.60	ABS115	ABS115	Plastic Wood Adhesive	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.60	$0.00	$0.00
MRS	$106.24	AC040-074	AC040-074	Blower Assy	$116.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$106.24	$0.00	$131.48	$28.74	$0.00	$0.00	$0.00	$0.00	$165.00	$0.00	$0.00
PREV	$6.17	AC201-305	01-925	Switch Fan Heater Dash 03 Bb	$6.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.29	$0.00	$0.00	$0.00	$0.00	$6.17	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$11.88	AC-201-412	AC-201-412	Switch Pressure H.P.	$12.49	$0.00	$0.00	$29.00	$0.00	$0.00	$0.00	$0.00	$11.88	$0.00	$0.00	$0.00	$0.00	$12.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$225.85	AC201-506	01-506	Board A/C Rts	$260.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233.94	$0.00	$0.00	$33.76	$0.00	$0.00	$0.00	$0.00	$225.85	$0.00	$0.00
ANDY	$78.29	AC201-634	01-634	Capacitor Ac 03 06 Bb	$78.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$80.80	$0.00	$107.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$165.85	AC202-501	01-507	Board Ac Rts	$245.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220.24	$0.00	$0.00	$9.72	$0.00	$0.00	$0.00	$0.00	$165.85	$0.00	$0.00
MRS	$1,375.00	AC501-152	01-152	Motor Ac Evaporator Brushless 11 Glg	$1,604.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,375.00	$0.00	$0.00	$1,722.82	$0.00	$1,458.00	$0.00	$0.00	$2,025.00	$0.00	$0.00
MRS	$7.89	AC801-405	AC801-405	Filter Metal	$8.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$0.00	$19.31	$0.00	$0.00	$8.13	$0.00	$0.00	$11.58	$0.00	$0.00
NF	$1,840.51	ADE500	ADE500	Replacement Graphics	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,840.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$2.99	AF1052F	44-105	Filter Air 07 Chevy Unit 32	$0.00	$0.00	$0.00	$2.99	$0.00	$9.62	$12.60	$0.00	$0.00	$10.99	$0.00	$0.00	$10.90	$0.00	$0.00	$0.00	$2.99	$0.00	$4.41
TEG	$2.29	AF1613	44-737	Filter Air Unit22 Contour & Unit 10	$0.00	$0.00	$0.00	$0.00	$0.00	$4.40	$4.58	$0.00	$5.29	$4.33	$0.00	$0.00	$4.29	$0.00	$0.00	$0.00	$2.29	$0.00	$3.43
VMP	$2.93	AF209F	44-880	Filter Air 06 Uplander Van	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.32	$0.00	$0.00	$6.59	$0.00	$0.00	$6.41	$0.00	$0.00	$0.00	$0.00	$0.00	$2.93
MRS	$39.39	AF27876	44-128	Filter Air 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.39	$57.44	$0.00	$75.64	$57.37	$52.42	$0.00	$52.16	$39.90	$0.00	$39.89
TEG	$14.75	AH2818	AH2818	Mount	$0.00	$0.00	$0.00	$24.75	$0.00	$0.00	$24.75	$0.00	$0.00	$0.00	$0.00	$0.00	$23.20	$0.00	$0.00	$0.00	$14.75	$0.00	$0.00
TEG	$4.78	AH2899	AH2899	Mount	$0.00	$0.00	$0.00	$22.45	$0.00	$0.00	$5.78	$0.00	$0.00	$0.00	$0.00	$0.00	$9.27	$0.00	$0.00	$0.00	$4.78	$0.00	$0.00
TEG	$25.05	AH2900	AH2900	Mount	$0.00	$0.00	$0.00	$26.08	$0.00	$0.00	$28.05	$0.00	$0.00	$0.00	$0.00	$0.00	$30.93	$0.00	$0.00	$0.00	$25.05	$0.00	$0.00

TEG	$35.44	AH2987	AH2987	G M Mount	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.44	$0.00	$0.00	$0.00	$0.00	$0.00	$44.08	$0.00	$0.00	$0.00	$35.44	$0.00	$0.00
TEG	$63.49	AI83184	AI83184	Motor Door	$0.00	$0.00	$0.00	$69.40	$0.00	$0.00	$73.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63.49	$0.00	$0.00
FSAP	$8.06	ANC18UB	ANC18UB	Wiper Blade 18"	$0.00	$0.00	$0.00	$0.00	$0.00	$8.06	$15.75	$0.00	$0.00	$0.00	$0.00	$0.00	$11.96	$0.00	$0.00	$0.00	$13.75	$0.00	$0.00
MRS	$9.89	ANN500	34-500	Fuse 500 Amp 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.93	$9.89	$0.00	$0.00	$0.00	$0.00	$64.49	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$8.79	ANN-600	34-600	Fuse 600 Amp 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.42	$8.79	$0.00	$0.00	$41.73	$0.00	$70.91	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$116.16	AO64283	AO64283	Rack And Pinion	$0.00	$0.00	$0.00	$139.00	$0.00	$116.16	$155.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$132.00	$0.00	$0.00
NAPA	$2.09	AP764	45-234	Sparkplugs 2000 Crown Victoria	$0.00	$0.00	$0.00	$0.00	$0.00	$2.73	$2.90	$0.00	$0.00	$2.09	$0.00	$0.00	$2.69	$0.00	$0.00	$0.00	$2.24	$0.00	$0.00
RDO	$11.75	AR98850	AR98850	O-Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.95	$0.00	$0.00	$0.00	$0.00	$0.00	$11.75	$0.00	$0.00	$0.00	$0.00
CDSS	$4.00	ARL20	ARL20	Terminals	$0.00	$0.00	$0.00	$4.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$5.00	ARL200P	ARL200P	Terminals	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$129.95	AT211041	11-041	Pulley Idler Bb 03 06 & 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.95	$0.00	$169.95	$0.00	$195.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$13.87	B06PK2255	B06PK2255	Fan Belt	$0.00	$0.00	$0.00	$0.00	$0.00	$13.87	$17.92	$0.00	$0.00	$0.00	$0.00	$0.00	$17.71	$0.00	$0.00	$0.00	$17.46	$0.00	$20.10
GAP	$15.00	B06PK3455	B06PK3455	V Ribbed Belt	$0.00	$0.00	$0.00	$0.00	$0.00	$29.69	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.20	$0.00	$0.00	$0.00	$23.65	$0.00	$25.45
NF	$45.15	BAL-001-01	34-604	Ballast Lights 2003 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$95.00	BAL-026-02	34-026	Ballast Light 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$133.33	$95.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$32.12	BB BR4	BB BR4	Rear Bumper Corner	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.12	$0.00	$0.00
TEG	$59.12	BBS CR4	BBS CR4	Rear Corner Rear Light	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.12	$0.00	$0.00
VELCO	$13.00	BCQ-1601-0606	BCQ-1601-0606	Quick Coupler	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.00	$0.00
VELCO	$8.00	BCQ-1603-0606	BCQ-1603-0606	Coupler	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.00	$0.00
TEG	$15.13	BE LS3	BE LS3	Lower Skirt Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$85.59	$0.00	$0.00	$0.00	$0.00	$15.13	$0.00	$0.00
TEG	$15.13	BE RS3	BE RS3	Rub Rail Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.19	$0.00	$0.00	$0.00	$0.00	$15.13	$0.00	$0.00
TEG	$15.13	BE US5	BE US5	Upper Skirt Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.13	$0.00	$0.00
VMP	$12.00	BF1373-SP	44-373	Filter Water Separator Champion 2011	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.24	$0.00	$16.89	$0.00	$39.00	$0.00	$17.92	$0.00	$0.00	$0.00	$29.95	$0.00	$12.00
FSAP	$13.87	BO6PK2255	BO6PK2255	Fan Belt	$0.00	$0.00	$0.00	$18.46	$0.00	$13.87	$17.92	$0.00	$0.00	$0.00	$0.00	$0.00	$17.71	$0.00	$0.00	$0.00	$17.46	$0.00	$0.00
TEG	$20.50	BR LC9	BR LC9	Lower Skirt Cs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.50	$0.00	$0.00
TEG	$20.50	BR UCP	BR UCP	Upper Skirt Cs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.50	$0.00	$0.00
CDSS	$290.99	BR-0445	02-906	Cylinder W/C Lift Rts	$0.00	$0.00	$0.00	$290.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$52.25	BXMKD224	BXMKD224	Brake Pads	$0.00	$0.00	$0.00	$75.38	$0.00	$58.83	$85.49	$0.00	$0.00	$0.00	$0.00	$0.00	$52.25	$0.00	$0.00	$0.00	$69.38	$0.00	$0.00
MRS	$10.59	C16-03868A	46-286	Shock Rear Door Prop Asm Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$46.87	C3Q200DC24BF	41-828	Valve Sensitive Edge Door System Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$5.55	C7058	44-020	Filter Hydraulic Rts & 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.41	$0.00	$5.99	$8.19	$0.00	$0.00	$8.11	$6.86	$0.00	$0.00	$9.94	$0.00	$5.55
MRS	$12.75	C7260	70-385	Filter Wheel Chair Lift Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.95	$0.00	$12.75	$23.99	$0.00	$0.00	$23.87	$0.00	$0.00	$0.00	$0.00	$0.00	$13.00
MRS	$13.95	C9243	44-899	Filter Trans Glg 09 11 &Tr 01 02 (Kit/2)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51.30	$50.48	$13.95	$47.59	$0.00	$0.00	$47.41	$46.12	$0.00	$0.00	$39.85	$0.00	$0.00
PREV	$2.16	CA63AA051	01-630	Plug Drain A/C Comp. Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$88.83	$0.00	$2.16	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.99	CB174-15	34-252	Breaker Circuit 15 Amp Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.19	$9.42	$0.00	$1.99	$7.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$3.19	CB174-30	34-255	Breaker Circuit 30 Amp	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.19	$8.71	$0.00	$0.00	$8.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$3.59	CH7940	CH7940	Spark Plugs	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$6.38	$0.00	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$4.58	$0.00	$0.00
VMP	$19.52	CLS113-6	44-029	Filter Fuel Element Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.43	$0.00	$0.00	$0.00	$0.00	$21.29	$0.00	$0.00	$0.00	$0.00	$19.52
MRS	$18.95	CP280	12-100	Universal Joint Kit Propshaft Rts Glg	$0.00	$0.00	$0.00	$29.30	$0.00	$0.00	$30.60	$0.00	$18.95	$0.00	$0.00	$0.00	$49.24	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$59.76	CV50628	44-603	Filter Breather Crankcase 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75.00	$0.00	$0.00	$0.00	$0.00	$59.76	$0.00	$85.00	$73.85	$0.00	$81.81
TEG	$52.03	CV50633FLG	CV50633FLG	Element Crankcase	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52.03	$0.00	$0.00
OAP	$10.21	D699	32-699	Regulator Rts	$0.00	$85.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.95	$19.99	$0.00	$0.00	$10.21	$134.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$14.24	D784C	13-974	Brake Pad Front 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$37.74	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.24	$0.00	$0.00	$0.00	$32.50	$0.00	$0.00
CDSS	$6.98	DA71780	DA71780	Curved Hose	$0.00	$0.00	$0.00	$6.98	$0.00	$8.28	$8.40	$0.00	$0.00	$0.00	$0.00	$0.00	$7.98	$0.00	$0.00	$0.00	$6.99	$0.00	$0.00
TEG	$0.99	DA80319	DA80319	1" Heater Hose	$0.00	$0.00	$0.00	$0.00	$0.00	$60.71	$1.28	$0.00	$59.95	$0.00	$0.00	$0.00	$1.32	$0.00	$0.00	$0.00	$0.99	$0.00	$52.53
MRS	$2.49	E-10818	12-147	Spring Return Front 98 Rts 09 Glg	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$0.00	$0.00	$2.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.85	E10823	12-155	Roller Brake 98 Rts	$0.00	$0.00	$0.00	$9.00	$0.00	$0.00	$0.00	$0.00	$5.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.09	E10835	12-835	Pin Brake Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$46.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.49	E10836	12-836	Bushing Brake Rts	$0.00	$0.00	$0.00	$4.05	$0.00	$0.00	$0.00	$0.00	$1.49	$0.00	$0.00	$0.00	$0.00	$3.31	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$3.73	E1318A	13-318	Camshaft Inner Bushing Assy 97 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.09	$0.00	$0.00	$0.00	$3.73	$7.54	$0.00	$0.00	$7.96	$0.00	$0.00
OAP	$5.62	E2086B	13-208	Kit Scam Rear Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.95	$0.00	$0.00	$0.00	$5.62	$7.22	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.58	E-2298	12-136	Nut Jam Glg Rts Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.75	$0.00	$0.00	$0.00	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00
CDIS	$2,295.00	E23535332	45-256	Turbo 50D Series Engine Cng Rts	$0.00	$0.00	$2,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,363.83	$0.00	$0.00	$0.00	$0.00	$2,950.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$7.99	E3993B	13-993	Camshaft Kit 97 98 Rts	$0.00	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$7.99	$8.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$6.00	E4515QN	13-389	Brake Kit Rear Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62.85	$6.00	$0.00	$0.00

TEG	$0.99	E4967R	18-496	Stud For Diff To Frame Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.49	$5.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.99	$2.98	$0.00
TEG	$0.35	E-5742	18-742	Flange Wedge Wheel Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.69	$1.13	$0.00	$0.00	$0.00	$0.43	$0.00	$0.00	$0.35	$0.00	$0.00
CDSS	$0.50	E5977L	12-031	Nut Outer Left Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$0.59	$0.00	$0.00	$24.22	$3.39	$0.76	$0.00	$0.00	$0.00	$1.01	$0.00
MRS	$1.95	E5988L	12-158	Nut Cap Gr 8 Left Rts	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00	$0.00	$0.00	$1.95	$3.44	$0.00	$0.00	$0.00	$2.10	$0.00	$0.00	$0.00	$3.58	$0.00
PREV	$1.50	E6000A	18-600	Nut Inner Blue Bird	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.55	$4.27	$2.82	$0.00	$1.67	$1.50	$0.00	$0.00	$2.25	$0.00	$0.00
PREV	$1.07	E7895L	12-033	Nut Inner Left Rts 97 98 Glg 91	$0.00	$0.00	$0.00	$1.65	$0.00	$0.00	$0.00	$0.00	$1.09	$7.55	$0.00	$63.26	$5.85	$1.07	$0.00	$0.00	$0.00	$1.87	$0.00
PREV	$1.07	E7895R	12-034	Nut Inner Right Rts 97 98 00 Glg 91	$0.00	$0.00	$0.00	$1.60	$0.00	$0.00	$0.00	$0.00	$1.09	$7.13	$0.00	$111.97	$5.56	$1.07	$0.00	$0.00	$0.00	$1.87	$0.00
CDSS	$1.29	E8889	13-043	Diaprahm Type 12 Rts	$0.00	$0.00	$0.00	$1.29	$0.00	$0.00	$0.00	$0.00	$2.96	$0.00	$0.00	$0.00	$0.00	$3.32	$0.00	$0.00	$0.00	$5.41	$0.00
OAP	$2.49	E8890	13-017	Diaphragm Type 16 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$0.00	$0.00	$2.49	$3.82	$0.00	$0.00	$0.00	$7.67	$0.00
MRS	$2.49	E9643	13-643	Spring Brake 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.49	$4.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.00	$0.00	$0.00
PREV	$8.42	E9644	13-644	Brake Kit Front Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.69	$24.74	$0.00	$0.00	$0.00	$8.42	$0.00	$0.00	$12.00	$0.00	$0.00
TEG	$13.95	EB LS2	EB LS2	Lower Skirt Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.95	$0.00	$0.00
TEG	$18.32	EB RS2	EB RS2	Rub Rail	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.32	$0.00	$0.00
TEG	$14.91	EB US4	EB US4	Upper Skirt Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.91	$0.00	$0.00
PREV	$242.35	EL13220X	41-702	Compressor Air Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$295.00	$306.24	$0.00	$0.00	$0.00	$242.35	$0.00	$0.00	$299.90	$0.00	$0.00
CDSS	$1.00	EL402050	EL402050	Lug 2/0 1/2	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.65	EL704102	EL704102	Cable Red 4 Gauge	$0.00	$0.00	$0.00	$1.65	$0.00	$0.00	$0.00	$0.00	$0.00	$2.19	$0.00	$0.00	$1.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$7.83	ELX700	ELX700	Light Led Red	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.83	$0.00	$0.00
TEG	$10.50	ELX701	ELX701	Light Led Amber	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.50	$0.00	$0.00
CDSS	$55.89	EMR-122304	13-075	Brake Chamber 2000 Rts Long Stroke	$0.00	$0.00	$0.00	$55.89	$0.00	$0.00	$0.00	$0.00	$62.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$5.25	EP36	34-234	Flasher Electronic Bb & Wrecker	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.36	$0.00	$0.00	$13.36	$0.00	$13.06	$12.49	$0.00	$0.00	$0.00	$0.00	$0.00	$5.25
TEG	$22.96	ET LS4	ET LS4	Lower Skirt Ss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.96	$0.00	$0.00
TEG	$22.96	ET RS4	ET RS4	Rub Rail	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.96	$0.00	$0.00
TEG	$22.96	ET US6	ET US6	Upper Skirt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.96	$0.00	$0.00
FSAP	$143.17	F076041	F076041	Fan Assy	$0.00	$0.00	$0.00	$190.00	$0.00	$143.17	$221.55	$0.00	$0.00	$0.00	$0.00	$0.00	$198.08	$0.00	$0.00	$0.00	$186.23	$0.00	$0.00
CDSS	$9.20	F42T6/CW	00-042	Light Tube Side Destination Sign Rts	$0.00	$0.00	$0.00	$9.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$4.01	F48T12CW	00-008	Light Tube 48 W	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.01	$0.00	$0.00	$0.00	$0.00	$0.00
NBS	$8.69	F72T12/CW	00-006	Light Tube 72"	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$79.15	F87Z*9C888*BB	F87Z*9C888*BB	Switch And Wire	$0.00	$0.00	$0.00	$79.15	$0.00	$90.35	$0.00	$0.00	$100.89	$0.00	$0.00	$0.00	$110.91	$0.00	$0.00	$0.00	$79.15	$0.00	$0.00
MRS	$207.76	F9-0101	F9-0101	Rail Guide Carriage 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$207.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$335.99	$0.00	$0.00
CDSS	$39.00	F97V	F97V	Pressure Switch	$0.00	$0.00	$0.00	$39.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$5.15	FBC400	45-242	Clamp Muffler Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.50	$13.00	$5.15	$0.00	$0.00	$0.00	$6.91	$0.00
MRS	$4.39	FC300-12	FC300-12	Hose No 12	$0.00	$0.00	$0.00	$12.99	$0.00	$0.00	$0.00	$0.00	$4.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.80	$0.00
NF	$2.91	FC300-16	FC300-16	Hose No 16	$0.00	$0.00	$16.44	$0.00	$0.00	$0.00	$0.00	$0.00	$4.95	$0.00	$0.00	$2.91	$16.14	$2.92	$0.00	$0.00	$0.00	$16.94	$0.00
PREV	$3.47	FC300-20	FC300-20	Hose No 20	$0.00	$0.00	$0.00	$19.99	$0.00	$0.00	$0.00	$0.00	$4.49	$0.00	$0.00	$0.00	$0.00	$3.47	$0.00	$0.00	$0.00	$21.04	$0.00
NF	$2.64	FC300-24	FC300-24	Hose No 24	$0.00	$0.00	$0.00	$24.50	$0.00	$0.00	$0.00	$0.00	$11.09	$0.00	$0.00	$2.64	$0.00	$9.06	$0.00	$0.00	$0.00	$26.62	$0.00
VELCO	$9.90	FC30-8	FC30-8	Hose	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.90	$0.00
PREV	$4.66	FC9171-0606S	FC9171-0606S	Fitting No 6	$0.00	$0.00	$22.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.99	$0.00	$0.00	$11.45	$0.00	$4.66	$0.00	$0.00	$0.00	$22.78	$0.00
VMP	$5.35	FF5632	44-632	Filter Fuel 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$15.05	$13.86	$0.00	$13.33	$13.99	$0.00	$0.00	$13.88	$10.17	$0.00	$0.00	$24.74	$0.00	$5.35
MRS	$650.00	FFC-113	44-308	Filter Cartridge Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$25.73	FG-1088	44-088	Filter Cng 2004 Pick Up (23-25)	$0.00	$0.00	$0.00	$33.86	$0.00	$25.73	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.78	$0.00	$0.00
CDSS	$6.00	FP23521935	FP23521935	Seal Camshaft Thrust Plate	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00	$0.00	$0.00	$8.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$0.88	FP23522975	FP23522975	Seal Oil	$0.00	$0.00	$0.00	$2.48	$0.00	$0.00	$0.00	$0.00	$1.26	$0.00	$0.00	$0.00	$0.00	$0.88	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$1.55	FP35614	FP35614	Thermostat	$0.00	$0.00	$0.00	$0.00	$0.00	$1.55	$1.86	$0.00	$0.00	$0.00	$0.00	$0.00	$2.53	$0.00	$0.00	$0.00	$1.66	$0.00	$0.00
MRS	$23.70	FP5198413	FP5198413	Set Shell	$0.00	$0.00	$0.00	$26.00	$0.00	$0.00	$0.00	$0.00	$23.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.20	FR9B250F	FR9B250F	Female Terminal	$0.00	$0.00	$0.00	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$9.20	FS-19763	44-763	Filter Fuel 2009 Trolley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.95	$0.00	$11.99	$0.00	$0.00	$0.00	$17.09	$16.45	$0.00	$0.00	$9.20	$0.00	$0.00
OAP	$18.49	FS35338	FS35338	Blower Motor	$0.00	$0.00	$0.00	$54.00	$0.00	$0.00	$39.88	$0.00	$0.00	$0.00	$0.00	$0.00	$18.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$10.10	FS37308	FS37308	Switch	$0.00	$0.00	$0.00	$0.00	$0.00	$10.10	$13.60	$0.00	$0.00	$0.00	$0.00	$0.00	$16.37	$0.00	$0.00	$0.00	$13.85	$0.00	$0.00
PREV	$7.31	G0278383	41-012	Valve Safety Rts And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.11	$0.00	$0.00	$0.00	$0.00	$7.31	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$2.81	G0685233	34-137	Ballast 12V Glg Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.14	$0.00	$0.00	$2.81	$0.00	$0.00	$0.00	$0.00	$12.99	$0.00	$0.00
MRS	$3.59	G0691819	16-009	Plate Radius Rod Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$19.00	G0702193	01-193	Rheostat Assy Dimmer Rts	$0.00	$0.00	$0.00	$19.00	$0.00	$0.00	$0.00	$0.00	$24.79	$0.00	$0.00	$247.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$5.00	G0722810	45-153	Mount Transmission A/C Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$6.89	G1002195	G1002195	Bearing Door Shaft	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.46	$0.00	$0.00

NF	$10.91	G1002197	G1002197	Bracket Assm Rear Door	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.91	$0.00	$13.28	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$9.95	G1005578	41-286	Valve Pressure Protect Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.95	$0.00	$0.00	$0.00	$0.00	$18.26	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$184.83	G1006816	G1006816	Air Dryer	$0.00	$0.00	$0.00	$602.99	$0.00	$0.00	$0.00	$0.00	$184.83	$0.00	$0.00	$0.00	$0.00	$332.79	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$6.59	G1008017	41-801	Valve Air Drain Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.59	$0.00	$0.00	$0.00	$0.00	$8.50	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$33.96	G1008107	34-810	Breaker Circuit 8Amp Batt Comp Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$35.00	G1008109	34-277	Breaker 15 Amp Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$29.99	G1009338	34-338	Harness Lamp Stepwall Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.99	$0.00	$0.00	$67.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$240.00	G1009355	34-249	Switch Mirror Control Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00
CDSS	$64.00	G1011710	27-004	Valve Retarder Solenoid Rts	$0.00	$0.00	$0.00	$64.00	$0.00	$0.00	$0.00	$0.00	$112.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$29.11	G1011822	18-006	Shock Absorber Rear 97 And 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.95	$77.91	$0.00	$0.00	$85.08	$0.00	$0.00	$0.00	$29.11	$0.00	$0.00
CDSS	$379.00	G10121190-015	G10121190-015	Mirror	$0.00	$0.00	$0.00	$379.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$25.89	G1012133	34-260	Gauge Assy Oil Pressure Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$25.89	G1012136	34-259	Sender Oil Pressure Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$56.39	G1013434	44-434	Sensor Asm Restraint Up 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$56.39	G1013435	44-435	Sensor Asm W/C Restraint Stow 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$6.99	G1014475	44-475	Magnet Flr Lvl Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$129.57	G1015009	16-101	Bellow Air 97 98 Front Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.57	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$180.44	G1015156	15-156	Pump Power Steering Rts	$0.00	$0.00	$0.00	$180.44	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$249.00	G1015184	01-184	Module Drs Board W/C Rts	$0.00	$0.00	$0.00	$249.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.00	G1015541	13-039	Wedge Guide Rts	$0.00	$0.00	$0.00	$1.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$0.00	$0.00	$1.81	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.89	G1015989	16-989	Bolt U Bracket Brake Chmber 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.89	$0.00	$0.00	$0.00	$0.00	$3.69	$0.00	$0.00	$2.99	$0.00	$0.00
NF	$71.60	G1016043	01-604	Wheel Blower Heater Driver Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$71.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$70.99	G1016696	02-696	Bracket Mnting Mirror St Side Rts	$0.00	$0.00	$0.00	$70.99	$0.00	$0.00	$0.00	$0.00	$136.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$291.87	G1017327	44-327	Pump Asm Water Circulating Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$895.05	$0.00	$0.00	$291.87	$0.00	$870.77	$0.00	$0.00	$695.85	$0.00	$0.00
TEG	$300.00	G1017617	34-617	Regulator Voltage 98 & 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$0.00
MRS	$16.75	G1018586	46-586	Shock Rear Door Locking Wlatch Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$24.99	G1018812	27-812	Dipstick Transmission Rts	$0.00	$0.00	$0.00	$24.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$55.00	G1018901	G1018901	Fire Extinguisher	$0.00	$0.00	$0.00	$645.99	$0.00	$0.00	$55.00	$0.00	$764.07	$0.00	$0.00	$0.00	$0.00	$746.46	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$426.99	G1019065	02-080	Cylinder Assy Lift Up And Down Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$426.99	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$425.85	G1019195	10-195	Tank Water Rts 97 98 2000	$0.00	$0.00	$0.00	$460.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,982.71	$0.00	$0.00	$0.00	$0.00	$425.85	$0.00	$0.00
MRS	$295.00	G1019296	16-296	Rod Raduis Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$6.74	G1019351	34-351	Horn Button Asm Rts 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.74	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$360.00	G1020661-001P	G1020661-001P	Bumper Ext	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$445.89	G1021190-007	100-11	Mirror Lh Rts	$0.00	$0.00	$0.00	$445.89	$0.00	$0.00	$0.00	$0.00	$558.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$440.89	G1021190-015	100-10	Mirror Rear View Rh Rts	$0.00	$0.00	$0.00	$440.89	$0.00	$0.00	$0.00	$0.00	$483.40	$0.00	$0.00	$3,033.21	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$524.99	G1040106	G1040106	Panel Assy Skirt Man Props	$0.00	$0.00	$0.00	$524.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$0.75	G1050432	12-048	Cap End Retainer Rts 97 98 Glg 91	$0.00	$0.00	$0.00	$0.75	$0.00	$0.00	$0.00	$0.00	$3.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$4.00	G1050435	13-035	Boot & Ret Rear Spring Rts	$0.00	$0.00	$0.00	$4.00	$0.00	$0.00	$0.00	$0.00	$6.88	$0.00	$0.00	$0.00	$0.00	$6.83	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$13.13	G1071721	G1071721	Harness Electric	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.13	$0.00	$0.00	$0.00	$0.00	$435.00	$0.00	$0.00
MRS	$29.29	G1072015	52-015	Switch Toggle Eng Control Rear Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$699.00	G1072208-001	27-208	Cooler Oil Transmission 97 98 Rts	$0.00	$0.00	$0.00	$716.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$699.00	$0.00	$0.00
MRS	$30.90	G1072508	16-508	Mount Engine Front Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$1.35	G1072651	G1072651	Seal Bulb	$0.00	$0.00	$0.00	$1.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$30.95	G1072956	G1072956	Hose Coolant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$18.18	G1073007	45-737	Hose Elbow Wpump Mold2.50X2.75 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$19.95	G1073008	45-738	Hose Elbow Wpump Molded 2-1/2 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.95	$0.00	$0.00	$0.00	$0.00	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$290.95	G1073071	G1073071	Bracket A/C Mounting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$290.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$10.95	G10731245	44-145	Elbow Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.95	$0.00	$0.00	$0.00	$0.00	$16.86	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$81.23	G1073247	45-152	Mount Tranmission Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$142.20	$0.00	$0.00	$0.00	$0.00	$81.23	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$52.22	G1073314	44-314	Elbow Intake Engine Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$42.00	G1074051	31-051	Flasher 12 V Rts	$0.00	$0.00	$0.00	$49.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61.50	$0.00	$0.00	$42.00	$0.00	$0.00
CDSS	$699.00	G1074648	10-648	Control W/C Rts	$0.00	$0.00	$0.00	$699.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$0.00
NF	$262.27	G1074790	01-539	Module Kneeler Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$262.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$480.89	G1074854	45-854	Pump Heater 24V Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$555.69	$0.00	$0.00	$1,682.90	$0.00	$0.00	$0.00	$0.00	$480.89	$0.00	$0.00
MRS	$7.89	G1076964	01-964	Spacer Radius Rod Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$0.00	$0.00	$33.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TEG	$7.39	G1076965	16-965	Bushing Raduis Rod 97 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.39	$0.00	$0.00
TEG	$3.99	G1076965-001	16-696	Bushing Raduis Rod Lwr Rr Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00
TEG	$267.41	G1076984	16-984	Rod Radius Asm Lower Ajustable Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$308.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$267.41	$0.00	$0.00
CDSS	$50.00	G1077181	08-181	Bracket Hinge Side Svice Doors Rts	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$5.00	G1077182	08-182	Latch Asm For Service Door Rts	$0.00	$0.00	$0.00	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$28.00	G1077185	08-185	Bracket Asm Outer For Sve Door Rts	$0.00	$0.00	$0.00	$28.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$4.20	G1091344	01-344	Glass Sight Hydraulic Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.18	$0.00	$4.20	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$1.96	G1091346	44-346	Washer Seal Hyd Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.96	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$79.99	G1091970	13-970	Slack Ajuster 98 Rts Left Front	$0.00	$0.00	$0.00	$79.99	$0.00	$0.00	$0.00	$0.00	$109.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$76.89	G1091980	13-980	Slack Ajuster 98 Rts Right Front	$0.00	$0.00	$0.00	$76.89	$0.00	$0.00	$0.00	$0.00	$109.95	$0.00	$0.00	$0.00	$0.00	$121.78	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$95.99	G1091985	13-985	Slack Adjuster 98 Rts Rear St Side	$0.00	$0.00	$0.00	$95.99	$0.00	$0.00	$0.00	$0.00	$112.95	$0.00	$0.00	$0.00	$0.00	$130.91	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$139.95	G1092169	13-169	Shoe And Lining Upper 98 Rts	$0.00	$0.00	$0.00	$219.99	$0.00	$0.00	$0.00	$0.00	$139.95	$0.00	$0.00	$0.00	$0.00	$218.02	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$441.54	G1092277	70-277	Valve Directional Valve Lift Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$441.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1.59	G1093000	02-109	Bracket Mirror Curbside Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$123.04	G1100652	41-652	Valve Skinner Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$128.44	$0.00	$0.00	$0.00	$0.00	$123.04	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$106.26	G1100653	41-653	Valve Skinner Solenoid Asm Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$106.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$179.89	G1200590	G1200590	Pannel Assy Side Upper	$0.00	$0.00	$0.00	$179.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$29.82	G1203223	12-223	Shock Rear 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.95	$68.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.82	$0.00	$0.00
NF	$309.71	G1203270	45-270	Adapter Fan Dd50 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$327.88	$0.00	$0.00	$309.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$351.16	G1203463	02-463	Cylinder W/C Lift Rts	$0.00	$0.00	$0.00	$351.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$409.39	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$6.85	G1204179	45-179	Isolator Rubber Fan Drive Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$2.89	G15504118	16-118	Washer Torque Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$299.22	G15504909	16-909	Rod Control Upper 97 & 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$402.75	$0.00	$0.00	$0.00	$0.00	$402.75	$0.00	$0.00	$299.22	$0.00	$0.00
MRS	$5.95	G15535367	41-802	Valve Kit Brake Repair R12 & R14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.95	$0.00	$0.00	$76.87	$15.31	$16.60	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$21.21	G15572831	41-011	Valve Park Brake Bb And Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.21	$0.00	$0.00	$0.00	$0.00	$30.96	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$180.00	G2000312	16-008	Rod Radius Upper Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184.05	$0.00	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$23.10	G2025840	12-160	Brake Chamber Fr Rts 12	$0.00	$0.00	$0.00	$29.50	$0.00	$0.00	$0.00	$0.00	$23.10	$0.00	$0.00	$0.00	$0.00	$67.92	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$25.00	G2025844	13-054	Shoe Brake Front Rts 97	$0.00	$0.00	$0.00	$25.00	$0.00	$0.00	$0.00	$0.00	$27.69	$0.00	$0.00	$0.00	$0.00	$44.28	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$3.99	G2030709	16-010	Bushings Radius Upper Rear Rod Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$5.56	G2035291	04-031	Glass Fr Door Lower Rts	$0.00	$0.00	$0.00	$27.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.56	$0.00	$50.00	$16.05	$0.00	$0.00	$0.00	$0.00
MRS	$48.48	G2064075	41-407	Valve Electric Front Door Motor Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.48	$0.00	$0.00	$0.00	$0.00	$60.07	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.25	G2208174	45-113	Gasket Fill Cap Glg And Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.25	$0.00	$0.00	$89.57	$0.00	$1.93	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.95	G2217873	12-168	Stud Rh 97	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$0.00	$0.00	$1.95	$0.00	$0.00	$0.00	$0.00	$4.47	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.30	G2306427	12-132	Gasket Front Hub 2009, 2011 Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.50	$0.00	$0.00	$0.00	$0.00	$1.04	$0.00	$0.00	$0.30	$0.00	$0.00
PREV	$1.52	G2315441	45-200	Plug 1/8" Drain Radiator Rts/Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$23.26	$0.00	$1.52	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$0.99	G2350908	12-078	Bushing Shock Absorber Bb Rts Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$1.23	$0.00	$0.00	$0.99	$0.00	$0.00
CDSS	$2.40	G2406984	13-240	Bushing Stabilizer Rts 97,98, 2000	$0.00	$0.00	$0.00	$2.40	$0.00	$0.00	$0.00	$0.00	$3.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$12.19	G2475395	16-011	Washer Rod Bolt Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1.35	G3178676	16-676	Link Height Control Rear Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.80	$0.00	$0.00	$0.00	$0.00	$4.07	$0.00	$0.00	$1.35	$0.00	$0.00
TEG	$20.90	G5007756	G5007756	Seal Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.80	$0.00	$0.00	$0.00	$0.00	$23.90	$0.00	$0.00	$20.90	$0.00	$0.00
MRS	$67.68	G6000921	45-921	Plate Adapter Fan Dd50 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.68	$0.00	$0.00	$318.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$12.99	G6460137	34-112	Sender Pressure Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.69	$0.00	$0.00	$0.00	$0.00	$17.55	$0.00	$0.00	$12.99	$0.00	$0.00
NF	$3.51	GD539571	GD539571	Door Cylinder	$0.00	$0.00	$0.00	$135.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$35.38	GG1006950	41-829	Kit Overhaul Door System Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.38	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$9.57	GG1007789	34-063	Relay 12V Main Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.36	$0.00	$0.00	$9.57	$0.00	$0.00	$0.00	$0.00	$16.39	$0.00	$0.00
PREV	$170.00	GG1012307	34-307	Gauge Air Pressure Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$170.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$7.00	GH793-10R250	GH793-10R250	Hose	$0.00	$0.00	$0.00	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.26	$0.00
MRS	$4.79	GH793-12R250	GH793-12R250	Hose	$0.00	$0.00	$0.00	$7.99	$0.00	$0.00	$0.00	$0.00	$4.79	$0.00	$0.00	$12.79	$0.00	$0.00	$0.00	$0.00	$0.00	$8.92	$0.00
MRS	$6.89	GH793-16R150	GH793-16R150	Hose	$0.00	$0.00	$0.00	$10.89	$0.00	$0.00	$0.00	$0.00	$6.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.76	$0.00
MRS	$2.29	GH793-4R250	GH793-4R250	Hose	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00	$0.00	$0.00	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.22	$0.00
MRS	$2.89	GH793-8R250	GH793-8R250	Hose Hydraulic	$0.00	$0.00	$0.00	$5.34	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.64	$0.00
OAP	$11.90	GM130-1480	GM130-1480	Water Pump	$0.00	$0.00	$0.00	$18.00	$0.00	$14.68	$25.01	$0.00	$0.00	$0.00	$0.00	$0.00	$11.90	$0.00	$0.00	$0.00	$17.25	$0.00	$0.00
FSAP	$91.07	GM130-2030	GM130-2030	Water Pump	$0.00	$0.00	$0.00	$0.00	$0.00	$91.07	$174.91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$145.18	$0.00	$0.00
TEG	$2.99	GR60101-5	GR60101-5	Plate Lamp	$0.00	$0.00	$0.00	$3.10	$0.00	$0.00	$3.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.99	$0.00	$0.00
TEG	$2.99	GR6010-5	GR6010-5	Plate Lamp	$0.00	$0.00	$0.00	$3.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.99	$0.00	$0.00

MRS	$13.95	H45-18899000	34-153	Switch Dimmer Rts, Bb, Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.95	$0.00	$0.00	$216.71	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$5.15	H4651	34-187	Lamp Head High Beam Glg 4651	$0.00	$0.00	$0.00	$0.00	$0.00	$5.25	$8.94	$0.00	$5.95	$7.99	$0.00	$19.18	$6.59	$5.50	$0.00	$6.97	$0.00	$6.42	$5.15
TEG	$4.02	H4656	34-185	Lamp Head Low Beam Glg And Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.94	$0.00	$5.95	$5.27	$0.00	$0.00	$6.59	$7.71	$0.00	$7.03	$4.02	$6.98	$4.44
FSAP	$10.78	HAAF484F	HAAF484F	Air Filter	$0.00	$0.00	$0.00	$11.86	$0.00	$10.78	$13.86	$0.00	$0.00	$0.00	$0.00	$0.00	$11.25	$0.00	$0.00	$0.00	$10.86	$0.00	$0.00
OAP	$6.27	HAGF326	HAGF326	Gas Filter	$0.00	$0.00	$0.00	$6.84	$0.00	$6.29	$7.34	$0.00	$0.00	$0.00	$0.00	$0.00	$6.27	$0.00	$0.00	$0.00	$6.34	$0.00	$0.00
GAP	$3.05	HALF110	HALF110	Oil Filter	$0.00	$0.00	$0.00	$5.00	$0.00	$3.71	$3.05	$0.00	$0.00	$0.00	$0.00	$0.00	$3.73	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00
CDSS	$3.00	HALF110F	HALF110F	Oil Filter	$0.00	$0.00	$0.00	$3.00	$0.00	$3.71	$3.05	$0.00	$0.00	$0.00	$0.00	$0.00	$3.73	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00
VMP	$5.02	HAST.TF-144	44-144	Filter Transmission 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$13.04	$12.25	$0.00	$0.00	$0.00	$0.00	$0.00	$12.92	$0.00	$0.00	$0.00	$6.05	$0.00	$5.02
VMP	$5.55	HAST-TF-162	44-162	Filter Transmission F150 2004 Pick Up	$0.00	$0.00	$0.00	$9.00	$0.00	$15.51	$11.56	$0.00	$0.00	$0.00	$0.00	$0.00	$15.56	$0.00	$0.00	$0.00	$9.31	$0.00	$5.55
VMP	$4.75	HATF153	44-153	Filter Trans Uplander 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.75	$0.00	$0.00	$0.00	$0.00	$55.57	$0.00	$0.00	$0.00	$0.00	$10.95	$0.00	$4.75
CDSS	$10.56	HATF162	HATF162	Transmission Filter	$0.00	$0.00	$0.00	$10.56	$0.00	$15.51	$11.56	$0.00	$0.00	$0.00	$0.00	$0.00	$15.56	$0.00	$0.00	$0.00	$10.66	$0.00	$0.00
OAP	$8.79	HATF196	44-083	Filter Transmission 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.42	$0.00	$0.00	$0.00	$0.00	$0.00	$8.79	$0.00	$0.00	$0.00	$25.62	$0.00	$0.00
VMP	$33.50	HD203	12-203	Cup And Bearing Rear Inner Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.59	$84.41	$0.00	$0.00	$65.16	$39.65	$0.00	$0.00	$0.00	$0.00	$33.50
VMP	$27.95	HD206	12-206	Cup And Bearing Rear Outer Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49.98	$71.09	$0.00	$0.00	$55.02	$0.00	$0.00	$0.00	$0.00	$0.00	$27.95
CDSS	$27.33	HF1005	27-494	Filter Transmission 03 06 Bb	$0.00	$0.00	$0.00	$27.33	$0.00	$0.00	$96.53	$0.00	$0.00	$54.88	$0.00	$0.00	$54.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$3.70	HF992	44-992	Filter Hydraulic 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$12.73	$19.78	$0.00	$0.00	$11.99	$0.00	$0.00	$11.84	$0.00	$0.00	$0.00	$16.95	$0.00	$3.70
OAP	$7.23	HII-1006-0055	44-186	Filter Hydraulic Glg 2011	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.02	$0.00	$0.00	$0.00	$0.00	$7.23	$0.00	$0.00	$0.00	$25.00	$0.00	$0.00
MRS	$8.49	HM212011	12-012	Cup Front Inner Bb 2003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.74	$0.00	$8.49	$23.49	$27.62	$19.08	$10.92	$9.46	$0.00	$12.15	$0.00	$12.49	$0.00
NF	$9.60	HM212049	12-013	Bearing Front Inner Bb 2003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.32	$0.00	$14.89	$42.49	$48.58	$9.60	$34.77	$17.77	$0.00	$25.19	$0.00	$21.99	$0.00
FSAP	$2.73	HP3960	34-360	Connector (Pigtail) Headlamp 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$2.73	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.54	$0.00	$0.00
NF	$0.81	HPR52	34-202	Bulb Mini	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.25	$0.00	$0.00	$0.81	$0.00	$0.00	$0.00	$0.00	$10.99	$0.00	$1.49
VMP	$54.54	HST4715A	13-715	Brake Shoe-Pad Front 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00	$0.00	$109.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68.49	$0.00	$54.54
VMP	$46.00	K10489A	44-837	Filter Fuel Van 09 (2 Filters Kit)	$0.00	$0.00	$0.00	$0.00	$0.00	$53.62	$53.62	$0.00	$0.00	$59.19	$0.00	$0.91	$59.13	$0.00	$0.00	$0.00	$89.61	$0.00	$46.00
MRS	$14.14	K120720	31-036	Belt Alternator Rts 98 & 00	$0.00	$0.00	$0.00	$29.99	$0.00	$0.00	$29.95	$0.00	$14.14	$63.33	$0.00	$0.00	$56.88	$20.39	$0.00	$0.00	$29.00	$0.00	$18.14
CCB	$165.00	K195	32-195	Regulator Alternator 2009 Van	$0.00	$165.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$185.00	$0.00	$0.00
MRS	$0.39	--KK--71GW-015	01-382	Oring A/C Low Side 134 Bb	$1.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$0.00	$0.00	$149.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$0.39	KK-71GW-015	02-716	Oring A/C Compressor Rts Lo Side	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.09	KK-71JV-010	02-710	Oring A/C Compressor Rts Hi Side	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$22.88	KN27000	16-276	Valve Leveling Rear 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.88	$111.13	$0.00	$0.00	$0.00	$87.95	$0.00	$135.82	$73.52	$86.84	$0.00
VMP	$70.17	KVT4228	13-001	Brakes Front Glg 91 92 & 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.95	$0.00	$99.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.17
VMP	$100.00	KVT4592A	13-007	Brake Pad Rear Rts 1998, 2000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.95	$0.00	$129.95	$0.00	$0.00	$0.00	$0.00	$116.00	$0.00	$0.00	$0.00	$0.00	$100.00
VMP	$88.08	KVT4690D	13-027	Brake Pad Front 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74.95	$0.00	$119.95	$0.00	$0.00	$247.37	$0.00	$98.00	$0.00	$0.00	$0.00	$0.00	$88.08
VMP	$126.11	KVT4691D	13-028	Brake Pad Rear 97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$94.00	$0.00	$159.95	$0.00	$0.00	$0.00	$0.00	$146.00	$0.00	$0.00	$0.00	$0.00	$126.11
PREV	$29.00	L24SV8202W12	16-363	Rod Tie End Rh Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$29.00	L24SV8203L12	16-362	Rod Tie End Lh Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.90	$0.00	$0.00	$0.00	$0.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00
VMP	$4.50	L3578FN	44-011	Filter Fuel Isl Gllg 2009 & 2011	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.74	$0.00	$5.99	$6.77	$0.00	$0.00	$7.10	$0.00	$0.00	$0.00	$8.94	$0.00	$4.50
TEG	$24.85	LAF7472	44-064	Filter Air Rts 97,98 & 00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61.52	$0.00	$45.45	$58.02	$0.00	$0.00	$58.02	$56.21	$0.00	$0.00	$24.85	$0.00	$0.00
VMP	$26.56	LAF9396	44-056	Filter Air Glg 2009 & 09 Trolley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.08	$0.00	$32.20	$58.88	$0.00	$54.76	$58.64	$52.56	$0.00	$86.05	$0.00	$0.00	$26.56
VMP	$1.87	LF164	44-164	Filter Oil 2009 Impala	$0.00	$0.00	$0.00	$4.00	$0.00	$4.12	$3.69	$0.00	$0.00	$3.99	$0.00	$0.00	$3.96	$0.00	$0.00	$0.00	$4.65	$0.00	$1.87
VMP	$1.79	LF233F	44-111	Filter Oil O6 Uplander	$0.00	$0.00	$0.00	$5.00	$0.00	$3.43	$3.05	$0.00	$0.00	$3.69	$0.00	$0.00	$3.45	$14.50	$0.00	$0.00	$4.60	$0.00	$1.79
MRS	$7.95	LF250	44-063	Filter Oil Rts 97, 98, & 00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20.74	$0.00	$7.95	$12.44	$0.00	$0.00	$12.32	$104.54	$0.00	$0.00	$12.95	$0.00	$0.00
VMP	$7.75	LF440	44-394	Filter Oil 2003 Blue Bird Jd 8.1	$0.00	$0.00	$0.00	$0.00	$0.00	$13.07	$22.28	$0.00	$0.00	$13.44	$0.00	$0.00	$13.30	$0.00	$0.00	$0.00	$12.99	$0.00	$7.75
VMP	$2.03	LF524F	44-202	Filter Oil Van 09	$0.00	$0.00	$0.00	$0.00	$0.00	$5.57	$7.10	$0.00	$0.00	$0.00	$0.00	$0.00	$6.65	$6.06	$0.00	$0.00	$4.21	$0.00	$2.03
NAPA	$3.29	LF551	44-970	Filter Oil 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$8.33	$15.41	$0.00	$6.89	$3.29	$22.26	$0.00	$3.45	$0.00	$0.00	$0.00	$9.22	$0.00	$3.88
TEG	$4.67	LFF5488	44-500	Filter Diesel Scdary 09 11 Glg & 09 Trol	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.24	$0.00	$6.95	$9.77	$0.00	$9.34	$9.63	$8.61	$0.00	$10.95	$4.67	$0.00	$5.35
VMP	$13.49	LFP3000XL	44-210	Filter Oil 2009, 2011 Glg & 09 Trolley	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.95	$0.00	$17.99	$0.00	$0.00	$30.37	$30.45	$22.35	$0.00	$27.44	$18.00	$0.00	$13.49
VMP	$3.71	LFW4071	44-106	Filter Coolant 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.70	$0.00	$4.98	$7.77	$0.00	$0.00	$7.60	$7.21	$0.00	$8.29	$4.00	$0.00	$3.71
VMP	$20.00	LH5018	44-026	Filter Trans. Sec Glg & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41.10	$0.00	$26.59	$20.99	$0.00	$0.00	$20.93	$42.77	$0.00	$0.00	$0.00	$0.00	$20.00
MRS	$2.89	M43518	44-518	Oring Fuel Filter (Engine) 2003 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$3.82	$0.00	$0.00	$0.00	$0.00	$0.00	$2.89	$0.00	$0.00
OAP	$12.14	M63339Y	32-032	Lamp Side Yellow 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.33	$0.00	$0.00	$12.14	$0.00	$0.00	$0.00	$25.00	$0.00	$0.00
GAP	$25.00	MD1411	13-420	Brake Pad Rear 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$37.79	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.96	$0.00	$0.00
GAP	$17.50	MD748	13-748	Brake Pads Front 00 Crown Victoria	$0.00	$0.00	$0.00	$24.62	$0.00	$31.84	$17.50	$0.00	$0.00	$24.99	$0.00	$0.00	$22.73	$0.00	$0.00	$0.00	$22.95	$0.00	$0.00
OAP	$40.84	MD786	13-676	Brake Disc Pad Rear 2011 Champion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.73	$0.00	$48.19	$0.00	$72.79	$0.00	$40.84	$67.16	$0.00	$0.00	$89.27	$0.00	$0.00
MRS	$14.88	MJV-3	41-101	Valve Emergency Release Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$246.00	MJW1624BT156	12-172	Brake Chamber Rear Rts 97	$0.00	$0.00	$0.00	$246.00	$0.00	$0.00	$0.00	$0.00	$262.49	$0.00	$0.00	$0.00	$0.00	$270.42	$0.00	$0.00	$0.00	$0.00	$0.00

FSAP	$10.40	MOK6445	MOK6445	Chassis Parts	$0.00	$0.00	$0.00	$0.00	$0.00	$10.40	$14.26	$0.00	$0.00	$0.00	$0.00	$0.00	$51.08	$0.00	$0.00	$0.00	$12.46	$0.00	$0.00
FSAP	$8.23	MOK6688	MOK6688	A Frame Bushing	$0.00	$0.00	$0.00	$0.00	$0.00	$8.23	$25.31	$0.00	$0.00	$0.00	$0.00	$0.00	$18.95	$0.00	$0.00	$0.00	$25.47	$0.00	$0.00
FSAP	$19.79	MOK6694	MOK6694	Ball Joint	$0.00	$0.00	$0.00	$0.00	$0.00	$19.79	$28.18	$0.00	$0.00	$0.00	$0.00	$0.00	$58.50	$0.00	$0.00	$0.00	$89.99	$0.00	$0.00
FSAP	$12.30	MOK8764	MOK8764	Chassis Parts	$0.00	$0.00	$0.00	$0.00	$0.00	$12.30	$54.18	$0.00	$0.00	$0.00	$0.00	$0.00	$40.62	$0.00	$0.00	$0.00	$45.54	$0.00	$0.00
PREV	$4.01	MP-20	MP-20	Hose 250 Psi	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.01	$0.00	$0.00	$0.00	$8.07	$0.00
TEG	$13.87	MR-30346	31-033	Belt Alt Rts 97	$0.00	$0.00	$0.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.87	$0.00	$0.00
OAP	$23.47	MR32265	MR32265	Shock Absorber	$0.00	$0.00	$0.00	$0.00	$0.00	$62.29	$30.15	$0.00	$0.00	$0.00	$0.00	$0.00	$23.47	$0.00	$0.00	$0.00	$29.34	$0.00	$0.00
OAP	$20.22	MR32333	MR32333	Shock Absorber	$0.00	$0.00	$0.00	$20.30	$0.00	$39.32	$25.25	$0.00	$0.00	$0.00	$0.00	$0.00	$20.22	$0.00	$0.00	$0.00	$20.60	$0.00	$0.00
OAP	$40.35	MR37156	MR37156	Shock Absorber	$0.00	$0.00	$0.00	$45.47	$0.00	$48.75	$51.60	$0.00	$0.00	$0.00	$0.00	$0.00	$40.35	$0.00	$0.00	$0.00	$45.44	$0.00	$0.00
FSAP	$3.64	MT267-180	MT267-180	Thermostat	$0.00	$0.00	$0.00	$6.80	$0.00	$3.64	$8.07	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00
NBS	$104.00	MTR-105	MTR-105	Condenser Motor W/Fuse	$110.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$104.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$141.96	$0.00	$0.00
CDIS	$10.00	N03-6001	N03-6001	Hook Battery Hold Down	$0.00	$0.00	$10.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$79.00	N10ODAU10	N10ODAU10	Nozzle	$0.00	$0.00	$0.00	$79.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$81.65	$0.00
NF	$4.48	N12338	45-338	Hose Hump Charge Air Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.22	$0.00	$0.00	$4.48	$0.00	$20.25	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$1.05	N62-4	N62-4	Union 10	$0.00	$0.00	$0.00	$2.38	$0.00	$0.00	$0.00	$0.00	$1.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.00	$4.44	$0.00
TEG	$1.70	NEO26033	NEO26033	Fubber Exp Plug	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.70	$0.00	$0.00
TEG	$25.85	NJCD1093	NJCD1093	Ceramic Pads	$0.00	$0.00	$0.00	$0.00	$0.00	$47.48	$28.35	$0.00	$0.00	$0.00	$0.00	$0.00	$31.42	$0.00	$0.00	$0.00	$25.85	$0.00	$0.00
OAP	$17.09	NJCD702	NJCD702	Ceramic Pads	$0.00	$0.00	$0.00	$24.85	$0.00	$35.48	$28.35	$0.00	$0.00	$0.00	$0.00	$0.00	$17.09	$0.00	$0.00	$0.00	$25.35	$0.00	$0.00
TEG	$20.75	NJCD784	NJCD784	Ceramic Pads	$0.00	$0.00	$0.00	$0.00	$0.00	$47.48	$28.35	$0.00	$0.00	$0.00	$0.00	$0.00	$29.81	$0.00	$0.00	$0.00	$20.75	$0.00	$0.00
CDSS	$5.00	NL4148	NL4148	Oil Seal	$0.00	$0.00	$0.00	$5.00	$0.00	$5.34	$6.03	$0.00	$0.00	$0.00	$0.00	$0.00	$7.27	$0.00	$0.00	$0.00	$5.03	$0.00	$0.00
TEG	$22.48	NL5106WCC	NL5106WCC	Bearing	$0.00	$0.00	$0.00	$22.84	$0.00	$32.54	$24.82	$0.00	$0.00	$0.00	$0.00	$0.00	$24.02	$0.00	$0.00	$0.00	$22.48	$0.00	$0.00
OAP	$127.72	NL515071	NL515071	Bearing	$0.00	$0.00	$0.00	$151.89	$0.00	$142.49	$149.66	$0.00	$0.00	$0.00	$0.00	$0.00	$127.72	$0.00	$0.00	$0.00	$157.28	$0.00	$0.00
TEG	$3.90	NL9449	NL9449	Oil Seal	$0.00	$0.00	$0.00	$0.00	$0.00	$4.58	$4.90	$0.00	$0.00	$0.00	$0.00	$0.00	$5.82	$0.00	$0.00	$0.00	$3.90	$0.00	$0.00
TEG	$39.67	NVZ412-6G-01T	34-126	Valve Solenoid Interlock Air 12V Rts Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.67	$0.00	$0.00
MRS	$13.40	OR275491X	13-067	Governor Air Glg Rts Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.40	$0.00	$20.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$9.34	OR276567X	41-567	Valve Park Brake Rts, Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.95	$0.00	$0.00	$0.00	$0.00	$9.34	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$33.64	OR286171X	41-007	Valve Brake E-6 Glg, Rts And Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39.49	$0.00	$0.00	$132.77	$0.00	$33.64	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$72.59	OR288063X	41-894	Valve Spring Brake (Sr-1) 98 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.59	$0.00	$0.00	$0.00	$0.00	$95.90	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$23.26	P155216-001-190	44-858	Cover Air Filter 09 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36.89	$0.00	$0.00	$0.00	$24.10	$0.00	$23.26	$0.00	$0.00	$26.00	$0.00	$0.00
VMP	$5.19	P554075	44-023	Filter Coolant Rts & 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.29	$14.88	$0.00	$15.43	$14.74	$12.99	$0.00	$0.00	$9.00	$0.00	$5.19
MRS	$10.88	P562619	44-619	Cap Hydraulic Breather 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.05	$10.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.00	$0.00	$0.00
VMP	$74.79	PA3987	44-744	Filter Air & Canister 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$129.26	$175.00	$0.00	$164.89	$117.77	$196.19	$0.00	$0.00	$122.76	$0.00	$0.00	$65.59	$0.00	$74.79
MRS	$1,022.64	PM12003007	PM12003007	Electric Pump Assy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,022.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,336.79	$0.00	$0.00
MRS	$1,022.64	PM212003007	PM212003007	Electric Pump Assy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,022.64	$0.00	$0.00	$0.00	$0.00	$1,046.41	$0.00	$0.00	$1,250.85	$0.00	$0.00
FSAP	$56.13	PS414	45-414	Sending Unit Oil Pressure 09 Van	$0.00	$0.00	$0.00	$0.00	$0.00	$56.13	$85.17	$0.00	$0.00	$81.08	$0.00	$0.00	$58.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$27.33	PT1134	PT1134	Connector	$0.00	$0.00	$0.00	$0.00	$0.00	$27.33	$0.00	$0.00	$0.00	$47.88	$0.00	$0.00	$63.02	$0.00	$0.00	$0.00	$61.99	$0.00	$0.00
FSAP	$21.10	PT731	PT731	Pigtail	$0.00	$0.00	$0.00	$129.99	$0.00	$21.10	$0.00	$0.00	$0.00	$28.66	$0.00	$0.00	$33.43	$0.00	$0.00	$0.00	$129.88	$0.00	$0.00
TEG	$6.95	PTT13	PTT13	Socket	$0.00	$0.00	$0.00	$7.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.95	$0.00	$0.00
TEG	$13.22	PU5	PU5	Temperature Sender	$0.00	$0.00	$0.00	$14.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.22	$0.00	$0.00
CDSS	$3.25	Q347137	15-019	Dipstick Cap Hydraulic Rts And Glg	$0.00	$0.00	$0.00	$3.25	$0.00	$0.00	$0.00	$0.00	$3.49	$0.00	$0.00	$52.24	$0.00	$4.40	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$70.00	Q8-6323	Q8-6323	Seat Belt Harness	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$82.18	$0.00	$0.00	$0.00	$0.00	$70.00	$0.00	$0.00	$138.74	$0.00	$0.00
OAP	$10.91	R101	R101	Relay	$0.00	$0.00	$0.00	$45.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.91	$0.00	$0.00	$0.00	$45.00	$0.00	$0.00
MRS	$26.26	R-101-309	R-101-309	Filter Drier	$0.00	$0.00	$0.00	$37.99	$0.00	$0.00	$0.00	$0.00	$26.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$37.99	R101-309	R101-309	Drier Filter	$0.00	$0.00	$0.00	$37.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$1.64	R-101-806	R-101-806	Relay	$11.96	$0.00	$0.00	$85.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.64	$0.00	$85.75	$0.00	$0.00
PREV	$0.56	R105346	45-346	Gasket Turbo Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.15	$0.00	$2.13	$0.00	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$2.22	R119212	45-212	Gasket Throttle Plate Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.29	$0.00	$3.30	$99.12	$0.00	$0.00	$2.22	$0.00	$0.00	$0.00	$0.00
RDO	$15.58	R119383	11-383	Gasket Water Pump Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.89	$0.00	$0.00	$0.00	$0.00	$0.00	$15.58	$0.00	$0.00	$0.00	$0.00
RDO	$5.62	R121320	R121320	Cap Screw	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.25	$0.00	$0.00	$0.00	$0.00	$0.00	$5.62	$0.00	$0.00	$0.00	$0.00
RDO	$16.05	R121489	R121489	Cap Screw	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17.89	$0.00	$0.00	$0.00	$0.00	$0.00	$16.05	$0.00	$0.00	$0.00	$0.00
RDO	$6.98	R121490	45-215	Bolt Engine Head Bb (Jd)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.95	$0.00	$0.00	$0.00	$0.00	$0.00	$6.98	$0.00	$0.00	$0.00	$0.00
MRS	$15.15	R121491	45-214	Bolt Engine Head Bb (Jd)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.15	$0.00	$0.00	$0.00	$0.00	$0.00	$19.83	$0.00	$0.00	$0.00	$0.00
RDO	$8.35	R124211	45-211	Gasket Thermostat Housing 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.99	$0.00	$0.00	$0.00	$0.00	$0.00	$8.35	$0.00	$0.00	$0.00	$0.00
NBS	$6.60	R124607	45-607	Gasket Thermostat (Dual) Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.09	$0.00	$6.60	$0.00	$0.00	$0.00	$7.24	$0.00	$0.00	$0.00	$0.00
RDO	$4.06	R125670	12-567	Gasket Compresor Air Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.69	$0.00	$0.00	$222.53	$0.00	$0.00	$4.06	$0.00	$0.00	$0.00	$0.00

MRS	$8.09	R127091	R127091	Adapter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$60.82	R127198	R127198	Fitting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67.68	$0.00	$0.00	$0.00	$0.00	$0.00	$60.82	$0.00	$0.00	$0.00	$0.00
MRS	$70.28	R128870	R128870	Valve Seat Inserts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$63.16	R128871	R128871	Valve Seat	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.28	$0.00	$0.00	$0.00	$0.00	$0.00	$63.16	$0.00	$0.00	$0.00	$0.00
RDO	$98.72	R128934	R128934	Exhaust V.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$109.83	$0.00	$0.00	$0.00	$0.00	$0.00	$98.72	$0.00	$0.00	$0.00	$0.00
RDO	$98.72	R128935	R128935	Intake V.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$109.83	$0.00	$0.00	$0.00	$0.00	$0.00	$98.72	$0.00	$0.00	$0.00	$0.00
RDO	$1.64	R129828	R129828	Lock Washer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.99	$0.00	$0.00	$0.00	$0.00	$0.00	$1.64	$0.00	$0.00	$0.00	$0.00
RDO	$7.51	R1305373	R1305373	Gasket	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.49	$0.00	$0.00	$0.00	$0.00	$0.00	$7.51	$0.00	$0.00	$0.00	$0.00
RDO	$7.51	R130573	R130573	Gasket	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.49	$0.00	$0.00	$0.00	$0.00	$0.00	$7.51	$0.00	$0.00	$0.00	$0.00
TEG	$1.85	R1-37389	R1-37389	Sensor Photobeam Transmitter	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.85	$0.00	$0.00
CDSS	$85.99	R201	R201	Thermostat	$0.00	$0.00	$0.00	$85.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$99.95	R201309	01-309	King Pin Set Bb Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99.95	$0.00	$0.00	$0.00	$0.00	$122.51	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$466.40	R23518333	45-333	Drive Asm Rts 97 98 2000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$466.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$1,038.27	R23519310	46-027	Ecm Ddec Iv 98/00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,548.46	$0.00	$0.00	$1,038.27	$0.00	$0.00	$0.00	$0.00	$1,336.00	$0.00	$0.00
PREV	$167.22	R23522707	42-235	Pump Water Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$299.95	$211.32	$0.00	$0.00	$0.00	$167.22	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$475.00	R23532559	R23532559	Kit Cylinder	$0.00	$0.00	$0.00	$565.00	$0.00	$0.00	$0.00	$0.00	$475.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$1,695.00	R3521830	R3521830	Compu Valve	$0.00	$0.00	$0.00	$1,760.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,695.00	$0.00	$0.00
TEG	$22.07	R3VX500-3	31-482	Belt A/C 2000 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.07	$0.00	$37.00
RDO	$5.17	R502011	45-502	Gasket Front Cover Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.95	$0.00	$0.00	$0.00	$0.00	$0.00	$5.17	$0.00	$0.00	$0.00	$0.00
RDO	$509.83	R502082	R502082	Cover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$567.19	$0.00	$0.00	$0.00	$0.00	$0.00	$509.83	$0.00	$0.00	$0.00	$0.00
RDO	$1.32	R503722	R503722	Nut	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.69	$0.00	$0.00	$0.00	$0.00	$0.00	$1.32	$0.00	$0.00	$0.00	$0.00
RDO	$21.50	R503821	45-382	Stud Manifold Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.88	$0.00	$0.00	$0.00	$0.00	$0.00	$21.50	$0.00	$0.00	$0.00	$0.00
RDO	$2.52	R504810	45-810	Oring Coolant (Blue) Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.25	$0.00	$0.00	$0.00	$0.00	$0.00	$2.52	$0.00	$0.00	$0.00	$0.00
MRS	$33.95	R515100	44-100	Filter Fuel Cng (Engine) 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.95	$0.00	$0.00	$0.00	$0.00	$0.00	$2,138.49	$0.00	$0.00	$0.00	$0.00
RDO	$42.16	R521228	45-228	Gasket Oil Pan Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46.48	$0.00	$0.00	$0.00	$0.00	$0.00	$42.16	$0.00	$0.00	$0.00	$0.00
RDO	$13.59	R525767	R525767	Bearing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.15	$0.00	$0.00	$0.00	$0.00	$0.00	$13.59	$0.00	$0.00	$0.00	$0.00
TEG	$17.81	R58095-10	44-837A	Filter Fuel Van 09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.21	$59.19	$0.00	$0.00	$29.13	$0.00	$0.00	$0.00	$17.81	$0.00	$0.00
RDO	$1.86	R63551	63-551	Gasket Seal Washer Water Line Bb 03, 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.19	$0.00	$0.00	$21.63	$0.00	$0.00	$1.86	$0.00	$0.00	$0.00	$0.00
RDO	$11.99	R80136	44-136	Cap Engine Oil Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.99	$0.00	$0.00	$0.00	$0.00	$0.00	$11.99	$0.00	$0.00	$0.00	$0.00
PREV	$67.15	R803054	41-757	Slack Adj Lh Rear Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.99	$0.00	$0.00	$0.00	$0.00	$67.15	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$67.15	R803055	41-758	Slack Adj Rh Rear Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72.99	$0.00	$0.00	$0.00	$0.00	$67.15	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$10.14	R810019	18-810	Clevis Kit Brake Chamber Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.89	$0.00	$0.00	$0.00	$0.00	$10.14	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$5.56	R88397	R88397	Gasket	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.19	$0.00	$0.00	$0.00	$0.00	$0.00	$5.56	$0.00	$0.00	$0.00	$0.00
RDO	$6.51	R89879	03-879	Gasket Metal Turbo 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.95	$0.00	$8.80	$0.00	$0.00	$0.00	$6.51	$0.00	$0.00	$0.00	$0.00
NF	$12.00	R955337	13-984	Sensor Abs Rear 98 Rts	$0.00	$0.00	$0.00	$22.99	$0.00	$0.00	$0.00	$0.00	$32.40	$0.00	$0.00	$12.00	$0.00	$47.16	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$7.24	R96935	12-935	Gasket Hydraulic Pump To Comp Bb & Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8.49	$0.00	$0.00	$144.74	$0.00	$0.00	$7.24	$0.00	$0.00	$0.00	$0.00
GAP	$15.94	RB580371	RB580371	Rotor	$0.00	$0.00	$0.00	$30.16	$0.00	$26.03	$15.94	$0.00	$34.34	$0.00	$0.00	$0.00	$24.49	$0.00	$0.00	$0.00	$29.18	$0.00	$0.00
TEG	$35.25	RB66653	RB66653	Brake Rotor	$0.00	$0.00	$0.00	$35.28	$0.00	$41.03	$44.13	$0.00	$0.00	$0.00	$0.00	$0.00	$40.59	$0.00	$0.00	$0.00	$35.25	$0.00	$0.00
TEG	$3.00	RB68-6-4	RB68-6-4	Hose Coupling	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.00	$4.81	$0.00
FSAP	$24.57	RBD1075C	RBD1075C	Disc Brakes	$0.00	$0.00	$0.00	$39.50	$0.00	$24.57	$43.75	$0.00	$0.00	$0.00	$0.00	$0.00	$29.81	$0.00	$0.00	$0.00	$39.20	$0.00	$0.00
FSAP	$24.57	RBD1093C	RBD1093C	Disc Brakes	$0.00	$0.00	$0.00	$39.50	$0.00	$24.57	$42.50	$0.00	$0.00	$0.00	$0.00	$0.00	$31.42	$0.00	$0.00	$0.00	$39.20	$0.00	$0.00
MRS	$35.89	RBP81-2	32-081	Belt A/C Compressor 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$6.99	RBX002277-016-170	45-277	Gauge Air Filter Reminder All Coaches	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.99	$0.00	$19.58
RDO	$182.06	RE170084	13-084	Tensioner Belt 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$202.55	$0.00	$0.00	$0.00	$0.00	$0.00	$182.06	$0.00	$0.00	$0.00	$0.00
RDO	$51.41	RE47537	47-537	Clamp Turbo Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57.20	$0.00	$0.00	$0.00	$0.00	$0.00	$51.41	$0.00	$0.00	$0.00	$0.00
RDO	$20.56	RE503974	RE503974	Seal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.88	$0.00	$0.00	$0.00	$0.00	$0.00	$20.56	$0.00	$0.00	$0.00	$0.00
RDO	$4,542.63	RE503996	RE503996	Cylnder Head	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,049.95	$0.00	$0.00	$0.00	$0.00	$0.00	$4,542.63	$0.00	$0.00	$0.00	$0.00
RDO	$8.35	RE505151	45-505	Gasket Turbo Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.29	$0.00	$13.20	$82.57	$0.00	$0.00	$8.35	$0.00	$0.00	$0.00	$0.00
RDO	$2,605.42	RE505627	45-627	Ecm Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,605.42	$0.00	$0.00	$0.00	$0.00
RDO	$127.45	RE507462	34-507	Coil Bb 03 And 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$159.95	$0.00	$0.00	$0.00	$0.00	$0.00	$127.45	$0.00	$0.00	$0.00	$0.00
RDO	$45.60	RE507492	RE507492	Line Metal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.74	$0.00	$0.00	$0.00	$0.00	$0.00	$45.60	$0.00	$0.00	$0.00	$0.00
RDO	$31.82	RE507493	RE507493	Line	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.40	$0.00	$0.00	$0.00	$0.00	$0.00	$31.82	$0.00	$0.00	$0.00	$0.00
RDO	$32.11	RE507495	RE507495	Line	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.73	$0.00	$0.00	$0.00	$0.00	$0.00	$32.11	$0.00	$0.00	$0.00	$0.00
RDO	$722.90	RE508476	31-476	Sensor Humidity 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$808.89	$0.00	$752.78	$406.10	$0.00	$0.00	$722.90	$0.00	$0.00	$0.00	$0.00
RDO	$54.20	RE509160	RE509160	Line	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.30	$0.00	$0.00	$0.00	$0.00	$0.00	$54.20	$0.00	$0.00	$0.00	$0.00

RDO	$444.28	RE516782	RE516782	Kit Piston	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$494.26	$0.00	$0.00	$0.00	$0.00	$0.00	$444.28	$0.00	$0.00	$0.00	$0.00
RDO	$31.88	RE519144	13-144	Sensor Crank 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37.20	$0.00	$35.18	$0.00	$0.00	$0.00	$31.88	$0.00	$0.00	$0.00	$0.00
RDO	$615.91	RE519691	45-691	Sensor (Uego) Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$795.00	$0.00	$0.00	$0.00	$0.00	$0.00	$615.91	$0.00	$0.00	$0.00	$0.00
RDO	$48.15	RE520036	RE520036	Seal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.58	$0.00	$0.00	$0.00	$0.00	$0.00	$48.15	$0.00	$0.00	$0.00	$0.00
RDO	$1,224.61	RE521076	52-107	Wiring Harness Bb 06 03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,362.39	$0.00	$0.00	$0.00	$0.00	$0.00	$1,224.61	$0.00	$0.00	$0.00	$0.00
MRS	$59.15	RE521483	45-483	Dipstick Engine Oil Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.15	$0.00	$0.00	$291.09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$192.90	RE521502	21-502	Pump Water Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$538.69	$0.00	$427.75	$0.00	$0.00	$0.00	$192.90	$0.00	$0.00	$0.00	$0.00
RDO	$983.25	RE522651	45-651	Pan Oil Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,095.00	$0.00	$0.00	$0.00	$0.00	$0.00	$983.25	$0.00	$0.00	$0.00	$0.00
TEG	$260.99	RE524712	RE524712	Vent	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$318.85	$0.00	$0.00	$0.00	$0.00	$0.00	$286.60	$0.00	$260.99	$0.00	$0.00
CDSS	$59.62	RE524713	24-713	Breather Engine Bb 03 06	$0.00	$0.00	$0.00	$59.62	$0.00	$0.00	$0.00	$0.00	$75.38	$0.00	$75.40	$68.68	$0.00	$0.00	$67.84	$0.00	$0.00	$0.00	$0.00
RDO	$514.69	RE527549	RE527549	Gasket Kit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$572.60	$0.00	$0.00	$0.00	$0.00	$0.00	$514.69	$0.00	$0.00	$0.00	$0.00
MRS	$35.15	RE529319	RE529319	Bearing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$71.36	RE529320	RE529320	Thrust Bearing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89.20	$0.00	$0.00	$0.00	$0.00	$0.00	$71.36	$0.00	$0.00	$0.00	$0.00
PREV	$1,560.00	RE532788	45-509	Turbo Charger 03 & 06 Bb	$0.00	$0.00	$1,595.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,295.00	$0.00	$0.00	$0.00	$0.00	$1,560.00	$3,251.40	$0.00	$0.00	$0.00	$0.00
RDO	$21.94	RE532824	45-524	Boot Sparkplug 03 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.40	$0.00	$0.00	$0.00	$0.00	$0.00	$21.94	$0.00	$0.00	$0.00	$0.00
RDO	$700.00	RE534314	RE534314	Crankshaft	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,085.62	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00
RDO	$36.01	RE540534	45-906	Hose Engine To Air Compressor Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40.40	$0.00	$0.00	$0.00	$0.00	$0.00	$36.01	$0.00	$0.00	$0.00	$0.00
RDO	$10.24	RE542195	RE542195	Seal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.40	$0.00	$0.00	$0.00	$0.00	$0.00	$10.24	$0.00	$0.00	$0.00	$0.00
RDO	$23.45	RE543639	45-639	Seal Front Engine 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.09	$0.00	$0.00	$0.00	$0.00	$0.00	$23.45	$0.00	$0.00	$0.00	$0.00
RDO	$3,350.36	RE545830	45-989	Throttle Plate Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,559.76	$0.00	$0.00	$0.00	$0.00	$0.00	$3,350.36	$0.00	$0.00	$0.00	$0.00
MRS	$162.41	RE545947	45-947	Harness Wiring Throttle Plate Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$162.41	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$210.43	RE553793	RE553793	Injector	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$234.11	$0.00	$0.00	$0.00	$0.00	$0.00	$210.43	$0.00	$0.00	$0.00	$0.00
RDO	$101.37	RE55475	RE55475	Engine Cylinder	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$112.78	$0.00	$0.00	$0.00	$0.00	$0.00	$101.37	$0.00	$0.00	$0.00	$0.00
MRS	$40.19	RE60339	RE60339	Line	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
RDO	$105.25	RE61408	12-240	Sensor Upstream Bb 03 06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.10	$0.00	$0.00	$0.00	$0.00	$0.00	$105.25	$0.00	$0.00	$0.00	$0.00
RDO	$28.06	RE61812	61-812	Sensor Throttle Charge Temp 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.63	$0.00	$0.00	$0.00	$0.00	$0.00	$28.06	$0.00	$0.00	$0.00	$0.00
RDO	$594.79	RE62251	45-251	Valve Solenoid Waste Gate Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$661.71	$0.00	$0.00	$0.00	$0.00	$0.00	$594.79	$0.00	$0.00	$0.00	$0.00
RDO	$290.76	RE62540	RE62540	Transducer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$323.48	$0.00	$0.00	$0.00	$0.00	$0.00	$290.76	$0.00	$0.00	$0.00	$0.00
RDO	$47.93	RE62541	RE62541	Transducer	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.33	$0.00	$0.00	$0.00	$0.00	$0.00	$47.93	$0.00	$0.00	$0.00	$0.00
RDO	$128.67	RE62675	45-675	Sensor Map Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$143.15	$0.00	$0.00	$0.00	$0.00	$0.00	$128.67	$0.00	$0.00	$0.00	$0.00
RDO	$3.69	RE62776	03-776	Gasket Exhaust 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.79	$0.00	$7.88	$0.00	$0.00	$0.00	$3.69	$0.00	$0.00	$0.00	$0.00
RDO	$6.97	RE62777	03-777	Gasket Exhaust 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.95	$0.00	$9.17	$0.00	$0.00	$0.00	$6.97	$0.00	$0.00	$0.00	$0.00
RDO	$22.22	RE70138	RE70138	Seal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.79	$0.00	$0.00	$0.00	$0.00	$0.00	$22.22	$0.00	$0.00	$0.00	$0.00
MRS	$102.37	RI-19523	RI-19523	Kit Link Assy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$102.37	$0.00	$113.76	$0.00	$0.00	$0.00	$0.00	$0.00	$140.17	$0.00	$0.00
MRS	$60.46	RI19575	70-575	Roller/Hinge For Lift 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$53.45	RI-19592	RI-19592	Kit Gear Spur	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69.20	$0.00	$0.00
TEG	$73.00	RI-20605	RI-20605	Kit Mtg Switch	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73.00	$0.00	$0.00
NF	$3.32	RI20608	70-608	Guide Block Left Outer Lift 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42.32	$0.00	$0.00	$3.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$190.38	RI20613	70-613	Gear Linkage Kit 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$190.38	$0.00	$210.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$47.52	RI-20616	70-616	Knob Roll Stop 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$844.83	RI-20634	RI-20634	Kit Gear Motor Assy 12V	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$844.83	$0.00	$1,060.27	$0.00	$0.00	$0.00	$0.00	$0.00	$1,028.99	$0.00	$0.00
MRS	$59.39	RI20649	70-649	Guide Block Right Inner 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.39	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CCB	$18.19	RI20650	70-650	Guide Block Left Inner Lift 03 06 Bb	$0.00	$18.19	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$97.62	$0.00	$0.00	$2,448.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$4.00	RI-20664	RI-20664	Kit Manual Release Reset Pump	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.00	$0.00	$0.00
MRS	$38.92	RI20668	70-668	Solenoid Lift 12V 03 06 Bb	$0.00	$65.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$83.02	RI20670	70-670	Solenoid Lift Double Pole 03 06 Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$83.02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$24.50	RI22517	70-517	Kit Block Rail Carriage Guide Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MRS	$21.49	RI-37390	RI-37390	Sensor Photobeam Receiver	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.65	$0.00	$0.00
MRS	$113.14	RI-F9-0028	RI-F9-0028	Gear Rack	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$113.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.00	$0.00	$0.00
MRS	$148.47	RI-UV-ES-221	RI-UV-ES-221	Harness Switch	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$148.47	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$164.74	$0.00	$0.00
PREV	$3.17	RN10JC	18-020	Linkage Kit Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$0.00	$3.17	$0.00	$0.00	$4.00	$0.00	$0.00
MRS	$19.95	RN26GW	41-266	Gasket Kit Bb Compressor	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.95	$0.00	$0.00	$0.00	$0.00	$20.27	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$5.11	RY612T	34-612	Relay Front Panel Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.11	$0.00	$0.00	$15.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$19.70	S2001	45-217	Harness Tail Light 95 Yukon	$0.00	$0.00	$0.00	$0.00	$0.00	$19.70	$34.83	$0.00	$0.00	$0.00	$0.00	$0.00	$30.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$130.10	S400-850-053-0	41-477	Valve Modulator Abs Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$132.44	$0.00	$0.00	$0.00	$0.00	$130.10	$0.00	$0.00	$0.00	$0.00	$0.00

MRS	$20.00	S441-032-814-0	13-983	Sensor Front Abs 98 Rts	$0.00	$0.00	$0.00	$22.00	$0.00	$0.00	$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$32.91	$0.00	$0.00	$0.00	$0.00	$0.00
PREV	$298.40	S472-500-103-0	41-052	Valve Abs Modulator Rear Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$369.88	$0.00	$0.00	$0.00	$0.00	$298.40	$0.00	$0.00	$450.95	$0.00	$0.00
CDSS	$12.58	SA4578	SA4578	Strong Arm	$0.00	$0.00	$0.00	$12.58	$0.00	$14.86	$14.99	$0.00	$0.00	$0.00	$0.00	$0.00	$15.37	$0.00	$0.00	$0.00	$12.58	$0.00	$0.00
MRS	$23.45	SET413	12-176	Cup And Bearing Front Inner Bb 2003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23.45	$66.99	$0.00	$0.00	$45.15	$52.08	$0.00	$25.19	$0.00	$0.00	$24.99
MRS	$7.89	SN144BE	41-144	Gasket Air Compressor Mount Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.89	$0.00	$0.00	$0.00	$0.00	$0.00	$63.16	$0.00	$0.00	$0.00	$0.00
CDSS	$8.00	SP0021K	SP0021K	Kit U Bolt	$0.00	$0.00	$0.00	$8.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NAPA	$2.49	SP-405	45-405	Spark Plug 04 Crown Victoria 26	$0.00	$0.00	$0.00	$0.00	$0.00	$3.45	$3.88	$0.00	$0.00	$2.49	$0.00	$0.00	$4.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$4.98	SPHP3810	SPHP3810	Pigtail	$0.00	$0.00	$0.00	$0.00	$0.00	$4.98	$9.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.34	$0.00	$0.00
CDSS	$23.00	SPPS142	SPPS142	Switch	$0.00	$0.00	$0.00	$23.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$56.32	SPPS414	SPPS414	Switch Oil Pressure	$0.00	$0.00	$0.00	$0.00	$0.00	$56.32	$85.17	$0.00	$0.00	$0.00	$0.00	$0.00	$58.88	$0.00	$0.00	$0.00	$116.61	$0.00	$0.00
TEG	$8.35	SPTX89	SPTX89	Sensor	$0.00	$0.00	$0.00	$0.00	$0.00	$12.91	$18.41	$0.00	$0.00	$0.00	$0.00	$0.00	$21.00	$0.00	$0.00	$0.00	$8.35	$0.00	$0.00
MRS	$14.50	SPV-1022R	34-287	Horn Warning 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$2.43	SPV341	SPV341	Pvc Valve	$0.00	$0.00	$0.00	$0.00	$0.00	$2.43	$3.47	$0.00	$0.00	$0.00	$0.00	$0.00	$3.77	$0.00	$0.00	$0.00	$3.99	$0.00	$0.00
FSAP	$9.45	SPVR166	SPVR166	Regulator, Voltage	$0.00	$0.00	$0.00	$19.00	$0.00	$9.45	$14.45	$0.00	$0.00	$0.00	$0.00	$0.00	$20.39	$0.00	$0.00	$0.00	$19.22	$0.00	$0.00
CDIS	$159.00	ST1229	ST1229	Driver Cylinder Liner	$0.00	$0.00	$159.00	$0.00	$0.00	$0.00	$0.00	$0.00	$159.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GAP	$6.22	T-102	45-205	Cap Radiator Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6.22	$0.00	$0.00	$0.00	$0.00	$45.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$3.25	T-16	45-191	Cap Radiator 2009 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.59	$0.00	$0.00	$0.00	$0.00	$0.00	$4.37	$8.78	$0.00	$0.00	$3.25	$0.00	$0.00
VMP	$75.17	T224-P	41-544	Drier Air System 2011 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84.79	$0.00	$0.00	$0.00	$0.00	$84.01	$0.00	$0.00	$93.00	$0.00	$75.17
TEG	$0.15	T51	34-196	Bulb T51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.15	$0.00	$0.00
RDO	$1.35	T81683	T81683	O-Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00	$0.00	$1.35	$0.00	$0.00	$0.00	$0.00
RDO	$1.59	T81684	T81684	O-Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.09	$0.00	$0.00	$0.00	$0.00	$0.00	$1.59	$0.00	$0.00	$0.00	$0.00
RDO	$2.92	T81685	T81685	O-Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.25	$0.00	$0.00	$0.00	$0.00	$0.00	$2.92	$0.00	$0.00	$0.00	$0.00
RDO	$0.63	T81686	T81686	O-Ring	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.63	$0.00	$0.00	$0.00	$0.00
FSAP	$10.95	TREP27	TREP27	Flasher	$0.00	$0.00	$0.00	$0.00	$0.00	$10.95	$14.13	$0.00	$0.00	$0.00	$0.00	$0.00	$19.99	$0.00	$0.00	$0.00	$12.13	$0.00	$0.00
CDSS	$24.99	TS-7980-X	TS-7980-X	Brake Pads Front	$0.00	$0.00	$0.00	$24.99	$0.00	$0.00	$0.00	$0.00	$0.00	$32.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.99	$0.00	$0.00
CDSS	$24.99	TS-7999-X	TS-7999-X	Brake Pad Rear	$0.00	$0.00	$0.00	$24.99	$0.00	$0.00	$0.00	$0.00	$0.00	$32.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.99	$0.00	$0.00
CDSS	$18.00	US-4	US-4	Ultrasystem Red Warm	$0.00	$0.00	$0.00	$18.00	$0.00	$0.00	$27.44	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$126.11	USA3021	USA3021	Alternator	$0.00	$0.00	$0.00	$135.00	$0.00	$126.11	$131.18	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.88	$0.00	$0.00
MRS	$9.05	UV-PF-918	70-918	Plate Switch Actuator Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FSAP	$101.40	VNCU2343	VNCU2343	Radiator	$0.00	$0.00	$0.00	$0.00	$0.00	$101.40	$103.90	$0.00	$0.00	$0.00	$0.00	$0.00	$121.71	$0.00	$0.00	$0.00	$118.77	$0.00	$0.00
FSAP	$96.20	VNCU2562	VNCU2562	Radiator	$0.00	$0.00	$0.00	$135.44	$0.00	$96.20	$103.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.55	$0.00	$0.00
PREV	$66.85	VSWCC19B35801	34-284	Lamp Asm Stepwell Black (Led) 09 11 Glg	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68.79	$0.00	$0.00	$0.00	$0.00	$66.85	$0.00	$0.00	$0.00	$0.00	$0.00
TEG	$70.34	W01-358-5298	16-209	Bellow Air Front 09 Glg	$0.00	$0.00	$75.34	$0.00	$0.00	$0.00	$0.00	$0.00	$77.78	$0.00	$0.00	$88.85	$0.00	$155.16	$0.00	$0.00	$70.34	$0.00	$0.00
MRS	$59.95	W01-358-9017	16-003	Bellow Air Rear 97 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59.95	$198.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NF	$129.36	W5206 2RS C3 SRI2	15-206	Bearing Pulley Main Belt 97, 98, 00 Rts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CDSS	$495.00	WI-13799	WI-13799	Hoist Brake Assembly	$0.00	$0.00	$0.00	$495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$504.00	$0.00	$0.00
GAP	$16.76	WL42016	32-420	Motor Lift Rts & Bb	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.76	$0.00	$0.00	$41.99	$0.00	$0.00	$30.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OAP	$145.68	YCC332	YCC332	Compressor Assy	$362.80	$0.00	$0.00	$400.00	$0.00	$244.54	$195.52	$0.00	$0.00	$237.78	$0.00	$0.00	$145.68	$0.00	$0.00	$0.00	$399.00	$0.00	$0.00