EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
DECEMBER 5, 2023
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing City of Edinburg Retiree, Ramiro Rodriguez, Lieutenant, Edinburg Fire Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Ruben J. Lopez, Captain, Edinburg Fire Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

C. Present the Recipient for the Employee of the Month Award for the Month of October 2023. [Belinda Torres, Director of Human Resources/Civil Service]

5. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

6. PRESENTATION AND REPORTS

A. Presentation Regarding the Recount of the November 07, 2023, City of Edinburg Municipal General Election for City Councilmember Place 4. [Clarice Y. Balderas, City Secretary]

B. Presentation Regarding Updates on the Utility Rate Study. [Gerardo Carmona Jr., P.E., Director of Utilities]

7. PUBLIC HEARINGS-SPECIAL ITEMS

SPECIAL ITEMS Special Planning and Zoning Commission Items are those items requiring a 4/5 vote by the City Council to overturn the Planning and Zoning Commission decision. A single hearing will be held for all such items and all will be enacted by One Motion. If any member of the Public opposes any item(s) or if any member of the Governing Body reques ts discussion on any item(s) , such item(s) will be considered separatel y.

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial Neighborhood (CN) District to Residential Multifamily (RM) District, Being a 6.415 Acres out of Lot 1, Block 2, Steele & Pershing Subdivision, Located at 2900 South McColl Road, as Requested by Nico Holdings, LTD. **(A 4/5 Vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Residential Multifamily (RM) District, Being Lot 4 and the West ½ of Lot No. 5, Block 336, Original Townsite of Edinburg, Located at 316 East Champion Street, as Requested by Samuel Saldana on Behalf of Alvaro & Melissa Luna. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial General (CG) District, Being Lot C1, Los Lagos Phase VII – B Subdivision, Located at 2708 Los Lagos Drive, as Requested by Rio Delta Engineering on Behalf of Los Lagos Development LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract Out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1218 South Jackson Road Unit A, as Requested by Sheriff Muse-Ariyoh, on Behalf of Joe Hernandez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract Out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1218 South Jackson Road Unit B, as Requested by Sheriff Muse-Ariyoh, on Behalf of Teresa P. Hernandez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on

Behalf of Maria Guadalupe Longoria. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

8. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lot 10, 281 Estates Subdivision, Located at 614 West Orange Avenue, as Requested by Jontue Echavarria and Veronica Villarreal. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinance Providing for the Renewal of the Special Use Permit for a Licensed Child Care Home, Being Lot 2, Las Villas at Autumn Ridge Subdivision, Located at 3511 Monette Street, as Requested by Yadira P. Casillas Leonel. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

A. Consider Ordinance Providing for the Voluntary Annexation of 18.334 Acres, More or Less, Out of Lots 14 and 15, Block 59, Alamo Land and Sugar Company Subdivision, Volume 1, Page 24-26, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 3661 East Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV, Land Usage, Chapter 150, General Provisions Regarding Enforcement, Possible Amendment, or Possible Repeal. [Omar Ochoa, City Attorney]

10. VARIANCE

A. Consider Variance Request to the City's Unified Development Code as Follows: Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width Lot and Building Standards, Lot Width, for Oakview Center Subdivision, Being a 28.352 Acre Tract of Land Out of Lots 1, 2, & 3, Poco Bueno Subdivision, and a Part of Lot 15, Section 270, Texas-Mexican Railway Company's Survey's Subdivision, Located at 2300 South I-69C US Expressway 281, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Variance Requests to the City's Unified Development Code as follows:1) Table 4.204-1 Bufferyard Classification, Class A and 2) Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot and Building Standards, Lot Width, for Canton Hills Subdivision, Being 18.334 Acres Tract of Land Out of Lot 14 & 15, Block 59, Alamo Land & Sugar Company Subdivision, Located at 3661 East Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

11. AWARDING OF BIDS

A. Consider Awarding RFP No. 2023-017, Employment Screenings to Choice Screening, Inc. and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service].

B. Consider Awarding RFP No. 2024-003, Police Department Uniform Cleaning and Pressing Service to $1.50 Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Jaime Ayala, Police Chief]

C. Consider Authorizing the Purchase of Various Ammunition from GT Distributors Through the Texas

Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of $59,380.55. [Jaime Ayala, Chief of Police].

D. Consider Authorizing the Purchase of Truck Equipment from Metro Fire Apparatus Specialists, Inc. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount Not to Exceed $38,918.00. [Omar Garza, Fire Chief]

E. Consider Authorizing the Purchase of One (1) New Pothole Patch Truck Through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 200802 from H.D. Industries Inc, in the Amount of $229,705.00 and Authorize the City Manager to Execute Any Documents Related thereto. [Vince Romero, Director of Public Works]

F. Consider Awarding Bid No. 2024-05, Purchase of City Vehicles to SAMES FORD of McAllen, Texas, in the Total Amount of $136,499.00 and Authorize the City Manager to Execute Any Documents Related thereto. [Vincent A. Romero, CPM, Public Works Director]

G. Consider Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

H. Consider Rejecting Bid No. 2023-27, Annual Concrete Services. [Vincent A. Romero, CPM, Director of Public Works]

I. Consider Authorizing the Purchase of One (1) Gorman Rupp Diesel Driven Pump from Precision Pump Systems Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed $83,475.26. [Gerardo Carmona Jr., P.E., Director of Utilities]

J. Consider Awarding Bid No. 2024-04, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company, Based on Unit Prices as Listed and Authorize the City Manager to Execute Any Documents Related thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

K. Consider Authorizing the Purchase of a Security System from SHI GS through the Department of Information Resources (DIR) Contracts, DIR-TSO-4288 in the Annual Amount of $78,459.50, for a 36 Month Term for a Total Amount of $235,378.50. [Daniel Vera, Director of Information Technology].

12. CONTRACTUALS

A. Consider Authorizing the City Manager to Execute a Participation Agreement Between the City of Edinburg and City of San Antonio's Alamo Region Security Operation Center (ARSOC) Regarding Improvements and Sharing of Cybersecurity Information and Resources. [Daniel Vera, Director of Information Technology]

B. Consider Authorizing the Purchase of EnCORE Routing, Accounting and Cloud Hosting Software from Routeware, Inc. Through the Houston Galveston Area Council (H-GAC) Cooperative, in the Amount of $227,958.48 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

C. Consider Authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $315,228.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

D. Consider Change Order No. 1 for RBM Contractors, LLC for the Alberta Road Reconstruction Phase 2 for an Amount Not to Exceed $247,640.83, and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

E. Consider the Approval of Change Order No. 1 for RFP No. 2023-02 to for the Edinburg ACE Building for an Amount Not to Exceed $221,604.26 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

F. Consider Authorizing the City Manager to Enter into Job Task Order No. 1 with Milnet Architectural Services, Inc. for the New Restrooms at the Bicentennial, Memorial & Frontier Parks for an Amount Not to Exceed $63,000 or 6% of Construction Cost and Authorize the City Manager to Execute any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Tomas Reyna, Assistant City Manager]

G. Consider Authorizing the City Manager to Enter into a Professional Services Agreement with Pathfinder Public Affairs, Legislative Advocacy Services for the City of Edinburg. [Myra L. Ayala, City Manager]

13. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation, One Member; Edinburg Golf Board, One Member; Edinburg Housing Authority, Two Members. [Clarice Y. Balderas, City Secretary]

14. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Brownwood Subdivision Phase 3. [Gerardo Carmona, Jr, P.E., Director of Utilities]

15. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

16. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consultation with City Attorney Regarding Conflict of Interest Laws. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

B. Consultation with City Attorney and Possible Action Regarding Construction Contract. (§551.071.

Consultation with Attorney; Closed Meeting; §551.087)

C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to Project Swap. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

D. Discussion and Possible Action Regarding Ratification of EEDC Agreement regarding Project Born Again. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

E. Discussion and Possible Action Regarding Ratification of EEDC Agreement regarding Project Health. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

F. Consultation with City Attorney and Possible Action Regarding Agreement with Palm Valley Animal Society for the Operation of an Animal Shelter. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

G. Discussion Regarding Employment Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

17. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on December 01, 2023 at 5:50 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.A.
Proclamation recognizing retiree

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree, Ramiro Rodriguez, Lieutenant, Edinburg Fire Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Ramiro Rodriguez, Lieutenant with the Edinburg Fire Department, is retiring with 20 years of service. Mr. Rodriguez also served as a Firefighter volunteer from May 2003 through October 2003.

The Edinburg City Council would like to recognize Ramiro Rodriguez for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Ramiro Rodriguez, Lieutenant, Edinburg Fire Department for 20 Years of Service.

Reviewed by:
Jesus Saenz, Assistant City Manager
Belinda Torres, Director of Human Resources/Civil Service

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:
A. Fire Lieutenant Ramiro Rodriguez

PROCLAMATION

RAMIRO RODRIGUEZ
FIRE DEPARTMENT
LIEUTENANT

WHEREAS, Ramiro Rodriguez volunteered with the Edinburg Fire Department from May, 2003 through October, 2003; and,

WHEREAS, on November 03, 2003, Ramiro Rodriguez was hired by the City of Edinburg Fire Department/Suppression Division; and,

WHEREAS, on November 03, 2008, Firefighter Rodriguez transferred from Firefighter to Firefighter 1; and,

WHEREAS, on October 06, 2008, Firefighter 1 Rodriguez was promoted to Firefighter 2; and,

WHEREAS, on December 12, 2011 Firefighter 2 Ramiro Rodriguez was promoted to Lieutenant; and,

WHEREAS, on October 28, 2013, Fire Lieutenant Ramiro Rodriguez transitioned to Civil Service Lieutenant; and,

WHEREAS, on August 17, 2015, Lieutenant Ramiro Rodriguez transferred to Fire Prevention; and

WHEREAS, during his years of service Lieutenant Ramiro Rodriguez attended numerous trainings: Certificate of Attendance: Texas Municipal League Intergovernmental Risk Pool, Certificate of Attendance-San Marcos Grounds Maintenance Conference, Certificate of Participation-Texas A&M University System-Flaggers in Work Zone, Certificate of Participation-Edinburg Chamber of Commerce-Fiesta Edinburg, Certificate of Participation-South Texas College, Certificate of Completion-Texas State Technical College-basic Fire Suppression; and

WHEREAS, Lieutenant Rodriguez received/held the following certificates/licenses: Firefighter Intermediate Certification, Firefighter Advanced Certification, TCFP Driver/Operator Pumper Certification, TCFP Hazardous Materials Technician Certification, TCFP Inspector Advanced Certification, TCFP Fire Investigator Advance Certification, and TCFP Aerial Operator Certification; and,

WHEREAS, on November 01, 2023 after 20 years of service Lieutenant Ramiro Rodriguez retired from the City of Edinburg.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

RAMIRO RODRIGUEZ
LIEUTENANT
EDINBURG FIRE DEPARTMENT

The Edinburg City Council would like to express their gratitude and support for his many services to the City of Edinburg.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 2nd day of December, 2023.

CITY OF EDINBURG, TEXAS
By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.B.
Proclamation recognizing retiree

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree, Ruben J. Lopez, Captain, Edinburg Fire Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Ruben J. Lopez, Captain with the Edinburg Fire Department, is retiring with 20 years of service. Mr. Lopez also served as a Volunteer Firefighter from May 1992 to October 2003.

The Edinburg City Council would like to recognize Ruben J. Lopez for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

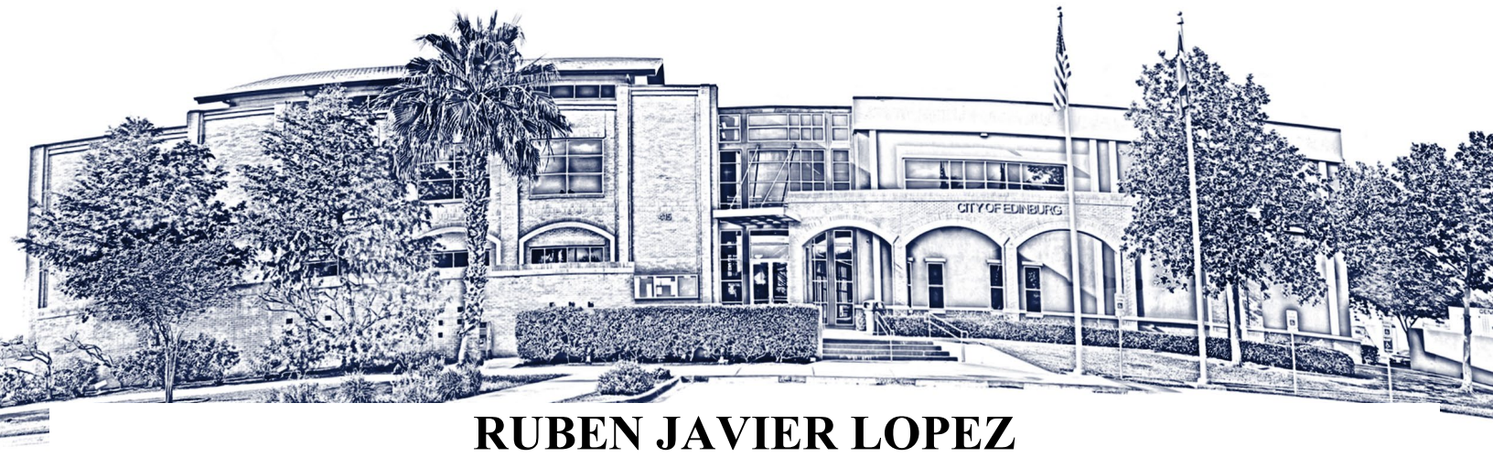
3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Ruben J. Lopez, Captain, Edinburg Fire Department for 20 Years of Service.

Reviewed by:
Jesus Saenz, Assistant City Manager
Belinda Torres, Director of Human Resources/Civil Service
Belinda Torres, Director of Human Resources/Civil Service

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:
A. Fire Captain Ruben Javier Lopez

PROCLAMATION



RUBEN JAVIER LOPEZ
FIRE DEPARTMENT
CAPTAIN

WHEREAS, Ruben Javier Lopez volunteered with the Edinburg Fire Department for 11years from May, 1992 through October, 2003; and,

WHEREAS, on November 03, 2003, Ruben Javier Lopez was hired by the City of Edinburg Fire Department/Suppression Division; and,

WHEREAS, on December 19, 2005, Firefighter Lopez transferred from Fire Suppression Fire Inspector I to Fire Marshal as Fire Inspector I; and,

WHEREAS, on October 20, 2008, Fire Inspector I Lopez was promoted to Fire Inspector 2/Arson Investigator 2; and,

WHEREAS, on October 01, 2012 Fire Inspector 2/Arson Investigator was reclassified to Fire Prevention Captain; and,

WHEREAS, on October 28, 2013, Fire Prevention Captain Ruben Javier Lopez transitioned to Civil Service Lieutenant; and,

WHEREAS, on April 05, 2021, Lieutenant Ruben Javier Lopez was promoted to Captain; and

WHEREAS, on June 28, 2021, Captain Ruben Javier Lopez transferred from Fire Marshal's office to Fire/Suppression Division; and,

WHEAREAS, on July 10, 2023, Ruben Javier Lopez reassigned from Captain to Deputy Chief; and

WHEREAS, during his years of service Captain Ruben Javier Lopez attended numerous trainings: Certificate of Attendance: Texas Municipal League Intergovernmental Risk Pool, Certificate of Attendance-DTM Reasonable Suspicion Testing, Certificate of Attendance-J.J. Keller and Associates-What Supervisor need to know, Certificate of Completion-Texas State Technical College-Emergency Medical Technician-Basic, Certificate of Completion-Rio Grande Valley Fire Fighters Academy-Basic Fire Suppression; and

WHEREAS, Captain Lopez received/held the following certificates/licenses: TCOLE Advanced Peasce Officer License, TCOLE Instructor Certified, Advanced Law Enforcement Rapid Response Training Level 1 Certification, TCFP Arson Investigator Intermediate, TCFP Arson Investigator Advanced, TCFP Inspector Intermediate, TCFP Inspector Advanced, TCFP Firefighter Intermediate, TCFP Wildland, TCFP Aerial Operator and TCFP Firefighter Advanced, TCFP Driver/Operator Pumper, TCFP Hazardous Materials Technician and Emergency Medical Technician; and,

WHEREAS, on September 13, 2009 Fire Inspector 2/Arson Investigator 2 received a letter of Commendation; and

WHEREAS, on November 17, 2023 after 20 years of service Captain Ruben Javier Lopez retired from the City of Edinburg.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

RUBEN JAVIER LOPEZ
CAPTAIN
EDINBURG FIRE DEPARTMENT

The Edinburg City Council would like to express their gratitude and support for his many services to the City of Edinburg.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 2nd day of December, 2023.

CITY OF EDINBURG, TEXAS
By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.C.
Employee of the Month

1. **Agenda Item:**
Present the Recipient for the Employee of the Month Award for the Month of October 2023. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipient for the Employee of the Month for the month of October 2023.

Mark Alvarez, Computer Support Specialist II with the Department of Information Technology.

The recipient of the employee of the month award has actively participated in programs and objectives above and beyond the employee's regular job duties and responsibilities.

The Edinburg City Council would like to recognize Mark Alvarez for being a loyal, dedicated employee of the City of Edinburg.

3. **Staff's Recommendation:**
Present the Recipient for the Employee of the Month Award for the Month of October 2023.

Reviewed by:		**Prepared by:**
Belinda Torres, Director of Human Resources/Civil Service	Final Approval - 12/1/2023	Belinda Torres, Director of Human Resources/Civil Service

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PRESENTATION AND REPORTS
Agenda Item No: 6.A.
Councilmember Place 4

1. **Agenda Item:**
   Presentation Regarding the Recount of the November 07, 2023, City of Edinburg Municipal General Election for City Councilmember Place 4. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The Presiding Officer of the Canvassing Authority for the City of Edinburg received a petition for a Recount. The recount was held on Monday, November 27, 2023. The canvassed returns and results presented at the November 15, 2023, Special City Council Meeting remains the same for City of Edinburg Councilmember Place 4.

3. **Staff's Recommendation:**
   There will be no action taken.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PRESENTATION AND REPORTS
Agenda Item No: 6.B.
Utility Rate Study Update

1. **Agenda Item:**
   Presentation Regarding Updates on the Utility Rate Study. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
   City Staff will provide updates on the Utility Rate Study.

3. **Staff's Recommendation:**
   Present on the Utility Rate Study updates.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Final Approval - 12/1/2023	Gerardo Carmona, Director of Utilities

Attachments:
A. Attachment A: Utility Rate Study Update Presentation

UTILITY RATE STUDY UPDATE

BY: GERARDO CARMONA JR., P.E. – DIRECTOR OF UTILITIES

UTILITY RATE STUDY PURPOSE

THE INTENT OF THE STUDY IS TO:

- EVALUATE THE CITY'S EXISTING WATER & SEWER FUND, BUDGETS, CAPITAL IMPROVEMENT PLANS, FINANCING PLANS, CURRENT USAGE DATA, AND FUTURE GROWTH DEMANDS, AND EXISTING CONNECTION (TAP) FEE
- RECOMMEND CHANGES TO THE RATE STRUCTURE AND RATE ADJUSTMENT TO FULLY COVER ALL COSTS ASSOCIATED WITH PROVIDING WATER AND WASTEWATER SERVICE.

TIMELINE

- JUNE 14, 2023 – CITY STAFF MET WITH UTILITY TASK FORCE. UTILITY TASK FORCE RECOMMENDED TO PROCEED WITH A UTILITY RATE STUDY
- AUGUST 1, 2023 – RFPS WERE RECEIVED.
- AUGUST 15, 2023 – CONTRACT WAS AWARDED TO WILDAN FINANCIAL SERVICES
- AUGUST 30, 2023 – KICKOFF MEETING BETWEEN WILDAN FINANCIAL SERVICES AND STAFF
- AUGUST 31 - NOV. 1, 2023 – CITY STAFF PROVIDED REQUESTED INFORMATION AND WILDAN FINANCIAL SERVICES PERFORMED THEIR ANALYSIS
- NOVEMBER 8, 2023 – WILDAN FINANCIAL SERVICES PRESENTED THE OPTIONS TO STAFF & CITY'S FINANCIAL ADVISOR. STAFF & CITY'S FINANCIAL ADVISOR PROVIDED FEEDBACK TO CONSULTANT
- NOVEMBER 15, 2023 – WILDAN FINANCIAL SERVICES PRESENTED THE OPTIONS FOR THE UTILITY RATES TO THE UTILITY TASK FORCE AND PROVIDED FEEDBACK TO THE CONSULTANT

TIMELINE (CONTINUED)

- DECEMBER 19, 2023 – UTILITY RATE WORKSHOP WITH CITY COUNCIL **(TENTATIVE)**
- JANUARY 2024 – POTENTIAL ACTION OF UTILITY RATES **(TENTATIVE)** AND IF NEW RATES ARE APPROVED BEGIN PUBLIC NOTICES
- FEBRUARY 2024 – CONTINUE PUBLIC NOTICES AND START GRACE PERIOD **(TENTATIVE)**
- APRIL 2024 – BEGIN NEW RATES **(TENTATIVE)**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.A.
2900 South McColl Road

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial Neighborhood (CN) District to Residential Multifamily (RM) District, Being a 6.415 Acres out of Lot 1, Block 2, Steele & Pershing Subdivision, Located at 2900 South McColl Road, as Requested by Nico Holdings, LTD. **(A 4/5 Vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southeast corner of West Canton Road and South McColl Road. The property is a total of 6.415 acres and is the second phase of the proposed development. This phase of the development is for multi-family uses, the commercial portion located on the corner of the corner of Canton and McColl Road was approved by the City Council on September 5, 2023. The proposed zoning is to allow for the construction of a multi-family development. The future land use designation for this property is Neighborhood Commercial Uses and Auto Urban Uses.

The property is currently zoned Commercial, Neighborhood (CN) District. The surrounding zoning is Commercial, Neighborhood (CN) District to the west and north, Commercial General (CG) District to the south, and Suburban Residential (SR) District to the east. Adjacent land uses consist of a mixture of single-family development, commercial uses and vacant land.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Commercial Neighborhood (CN) District to Residential Multifamily (RM) District, based on the surrounding land uses as well this development is of the second phase along the major roadway. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 12/1/2023

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachment

B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial Neighborhood (CN) District to Residential Multifamily (RM) District

APPLICANT: Nico Holdings, LTD

AGENT: Mario A. Reyna, P.E

LEGAL: 6.415 Acres out of Lot 1, Block 2, Steele & Pershing Subdivision

LOCATION: 2900 South McColl Road

LOT/TRACT SIZE: 6.415 Acres

CURRENT USE: Vacant

PROPOSED USE: Multi Family Development

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING:
North – Commercial, Neighborhood (CN) District
South – Commercial General (CG) District
East – Suburban Residential (RS) District
West – Commercial, Neighborhood (CN) District

LAND USE PLAN: Neighborhood Commercial Uses and Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial Neighborhood (CN) District to Residential Multifamily (RM) District

REZONING REQUEST
MARIO A. REYNA, P.E. ON BEHALF OF NICO HOLDINGS, LTD

EVALUATION

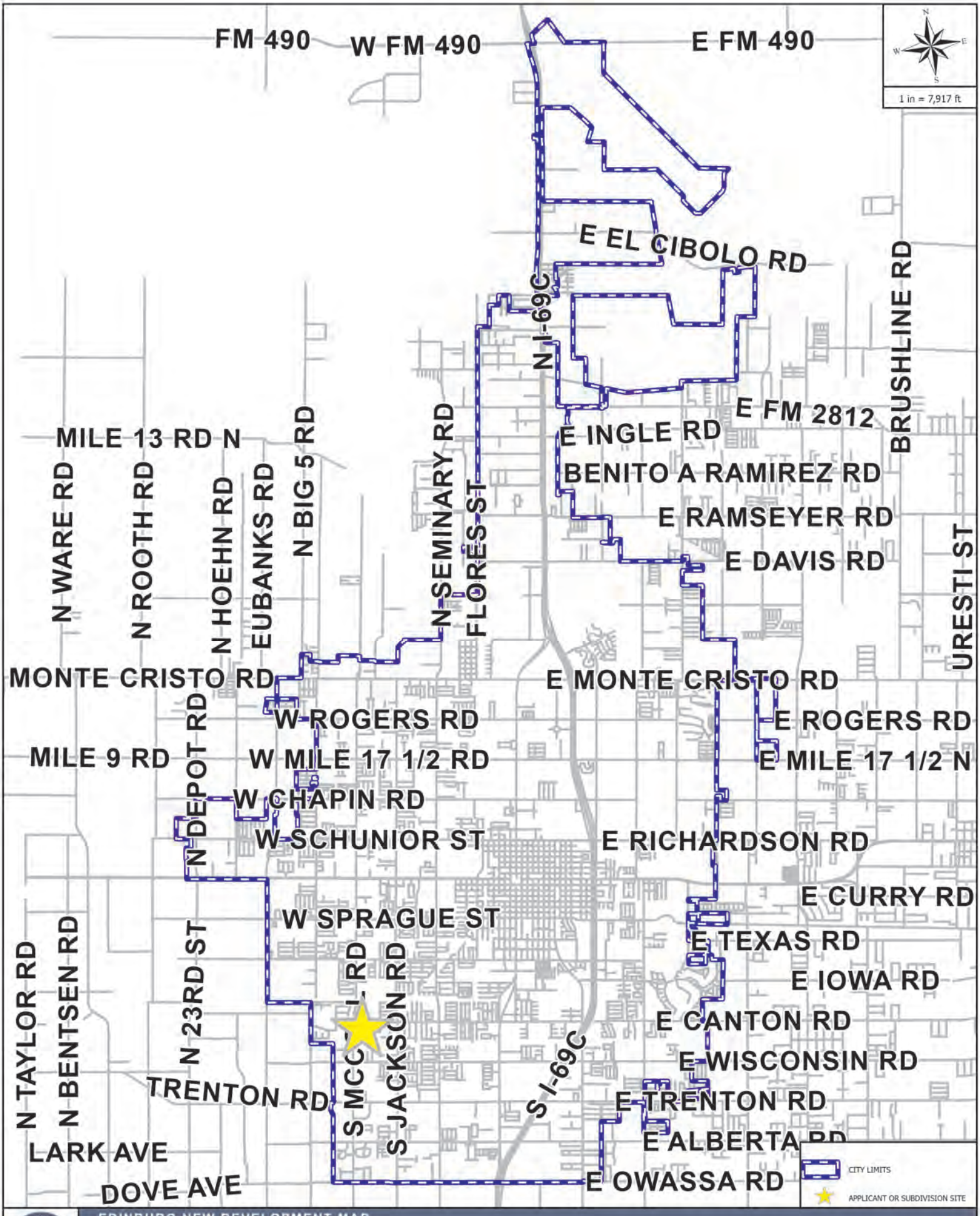
The following is staff's evaluation of the request:

1. Adjacent land uses consist of commercial zoned vacant property as well as single family residential homes.
2. The proposed zoning is part of the second phase of a development.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Commercial Neighborhood (CN) District to Residential Multifamily (RM) District, based on the surrounding land uses as well this development is of the second phase along the major roadway. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

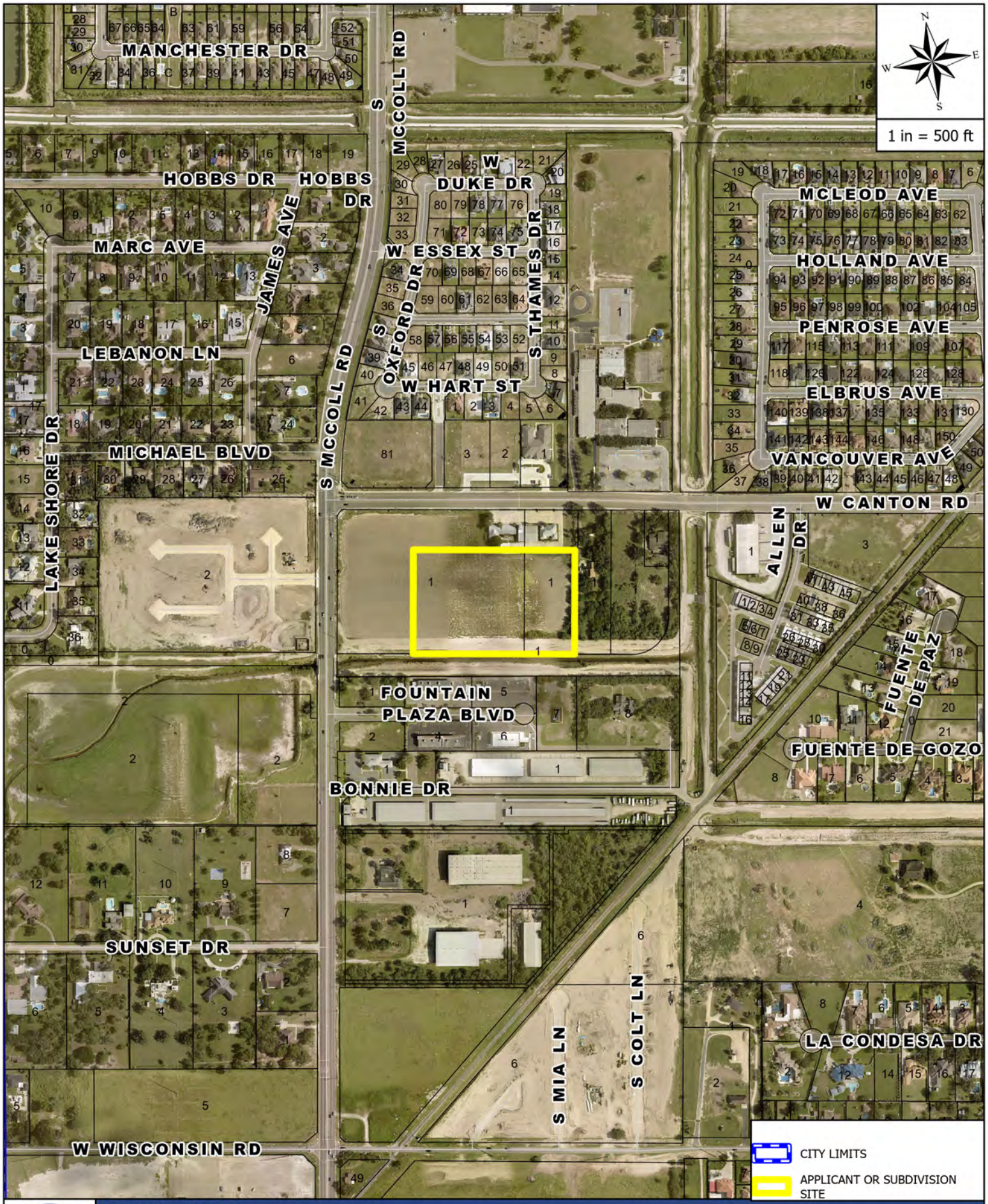
ATTACHMENTS:
Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

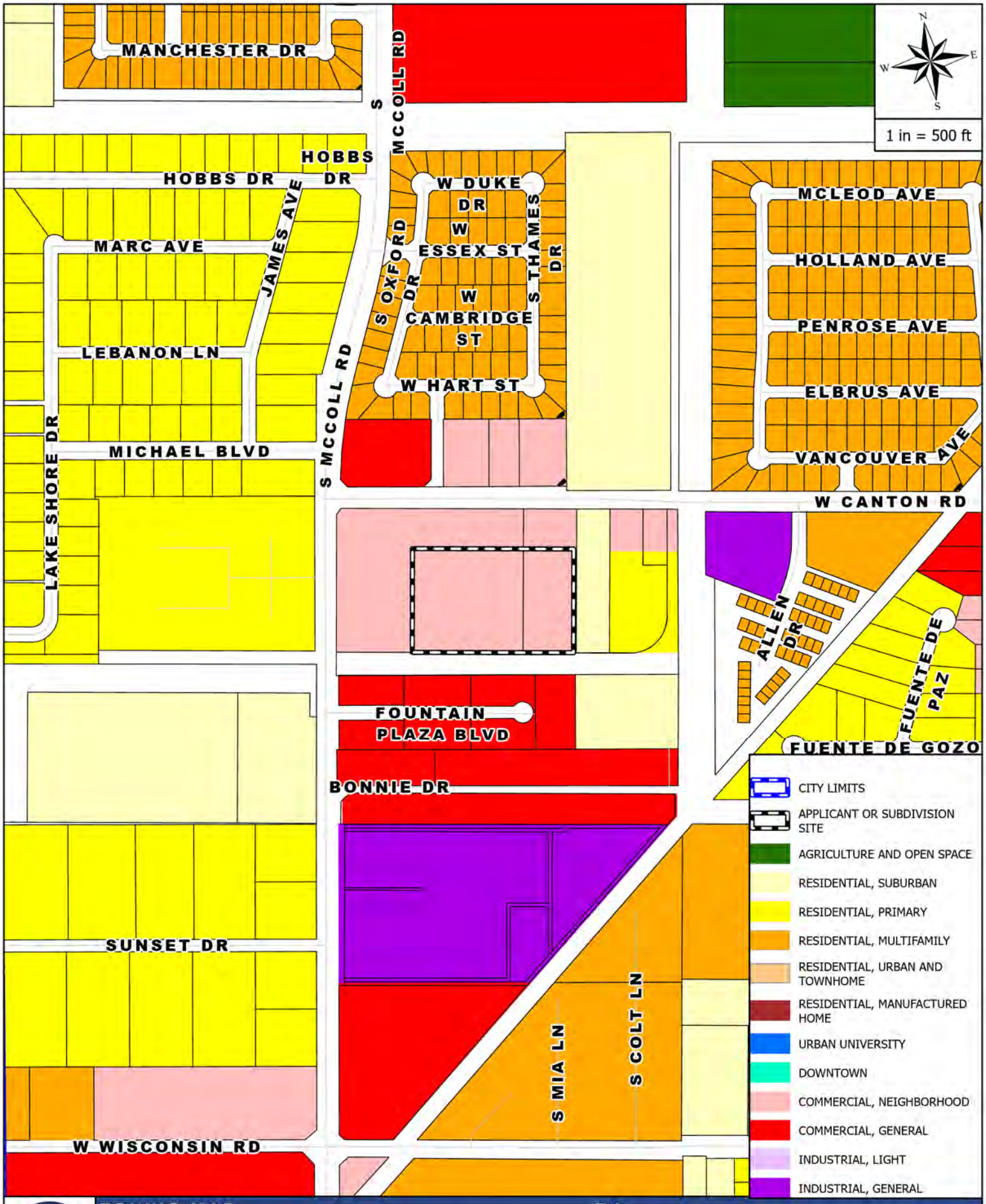
RZNE-2023-0161 NICO HOLDINGS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

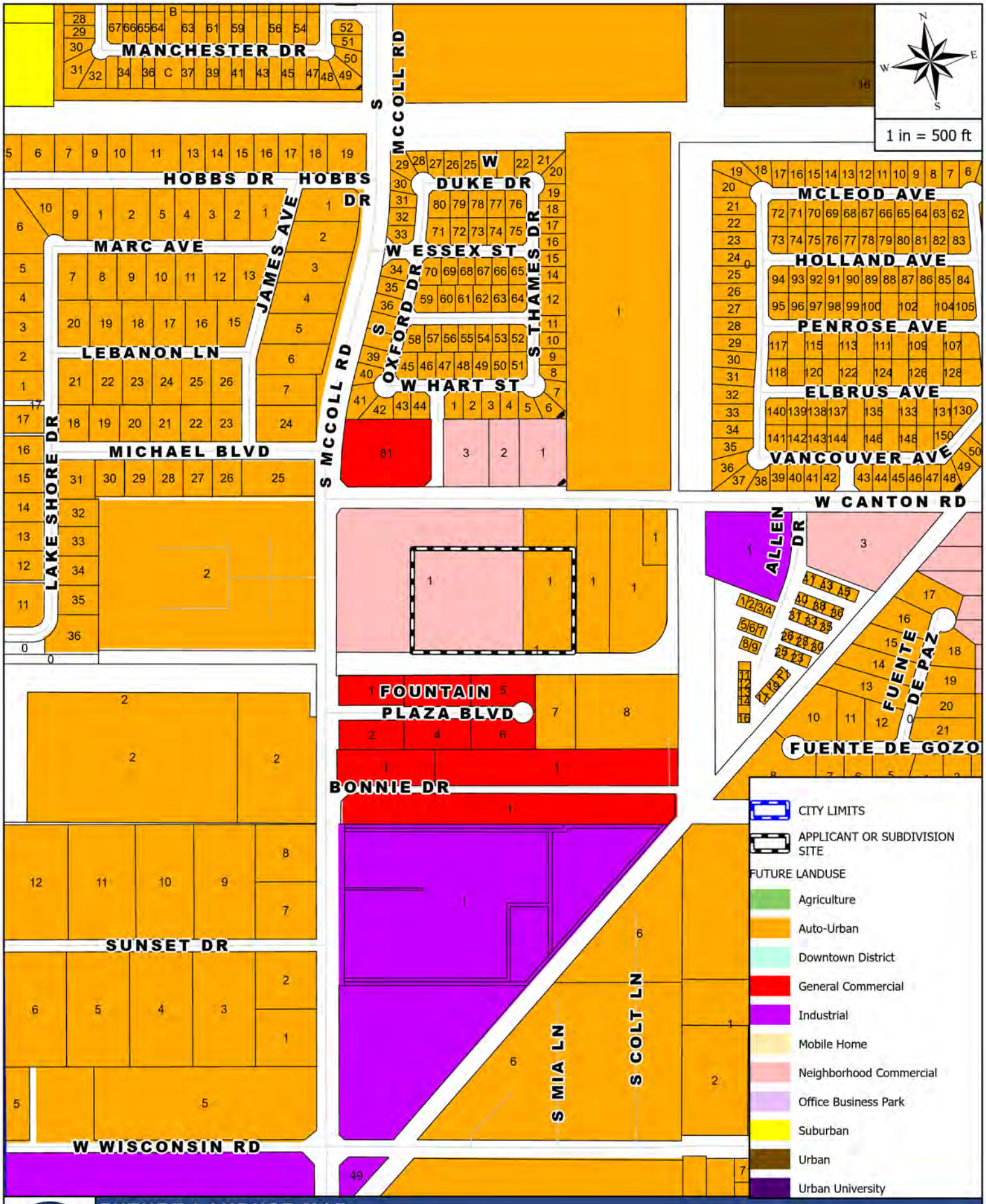
RZNE-2023-0161 NICO HOLDINGS



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

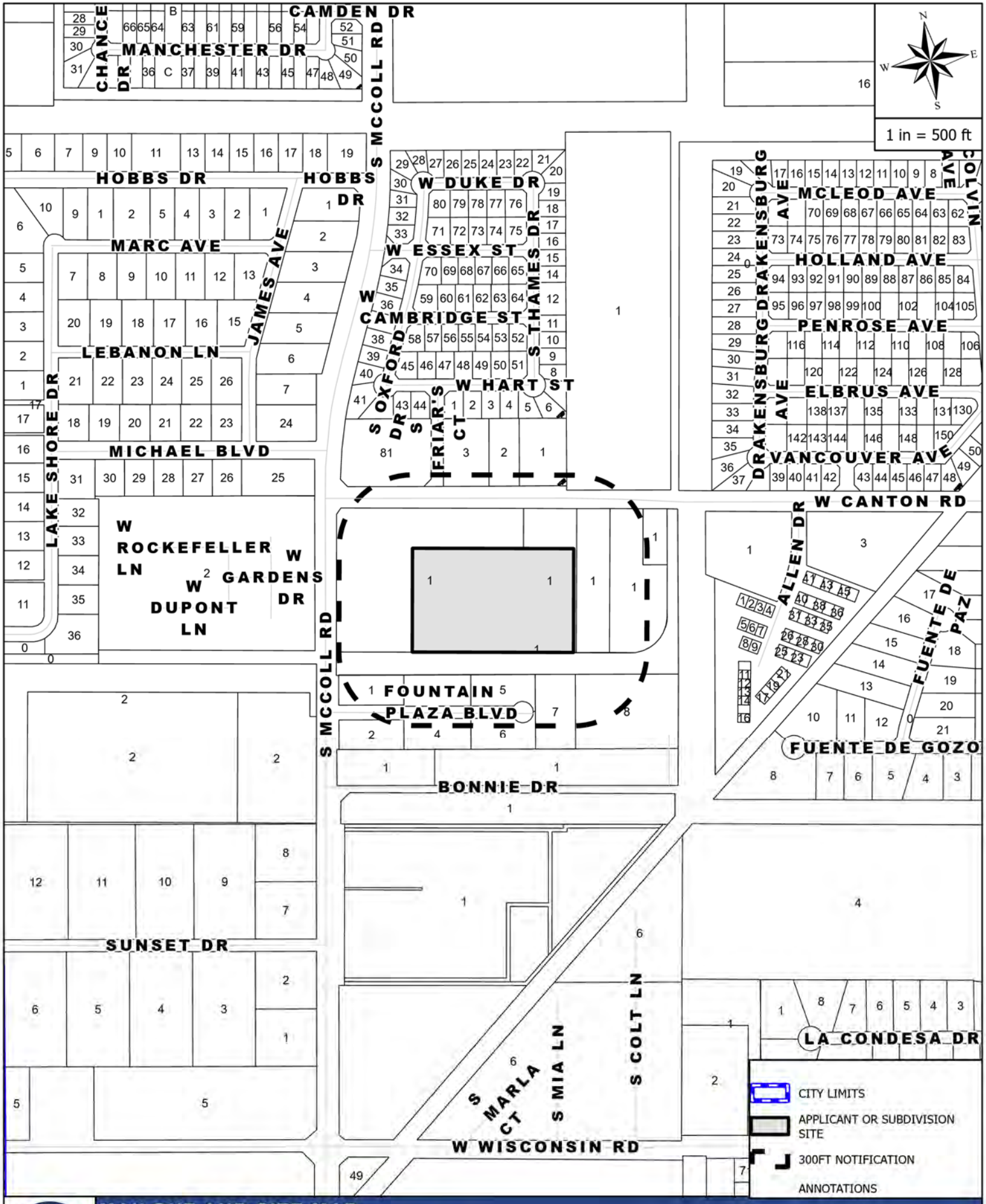
RZNE-2023-0161 NICO HOLDINGS



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0161 NICO HOLDINGS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0161 NICO HOLDINGS

Rezoning Request Site Photo

NICO HOLDINGS LLC

2900 South McColl Road

July 14, 2023

METES AND BOUNDS DESCRIPTION
6.415 ACRES OUT OF LOT 1, BLOCK 2, STEELE & PERSHING SUBDIVISION HIDALGO COUNTY, TEXAS

A tract of land containing 6.415 acres situated in the County of Hidalgo, Texas, being a part or portion of Lot 1, Block 2 Steele & Pershing Subdivision, according to the plat thereof recorded in Volume 8, Page 115, Hidalgo County Deed Records, said 6.415 acres conveyed to Nico Holdings, LTD, by virtue of Warranty Deeds recorded under Documents Number 1291157 and Number 1348584 Hidalgo County Official Records, Hidalgo County Official Records, said 6.415 acres being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1,Block 2;

THENCE, S 08° 35' 03" W along the West line of said Lot 1, Block 2 a distance of 641.50 feet;

THENCE, S 81° 24' 57" E a distance of 350.00 feet to a point in the center of an existing drainage ditch, for the Southwest corner and POINT OF BEGINNING, of this herein described tract;

1. THENCE, N 08° 35' 03" E at a distance of 82.00 feet pass a No. 4 rebar set on the North line of an existing Easement to Hidalgo County Drainage District No. 1 recorded in Volume 1618, Page 457, Hidalgo County Deed Records, continuing a total distance of 423.87 feet, to a No. 4 rebar set, for the Northwest corner of this tract;

2. THENCE, S 81° 24' 57" E across said Lot 1, Block 2, a distance of 659.25 feet to a No. 4 rebar set, for the Northeast corner of this tract;

3. THENCE, S 08° 35' 03" W at a distance of 529.50 feet pass a No. 4 rebar set on the North line of said existing Easement to Hidalgo County Drainage District No. 1, continuing a total distance of 423.87 feet to a point in the center of said existing drainage ditch, for the Southeast corner of this tract;

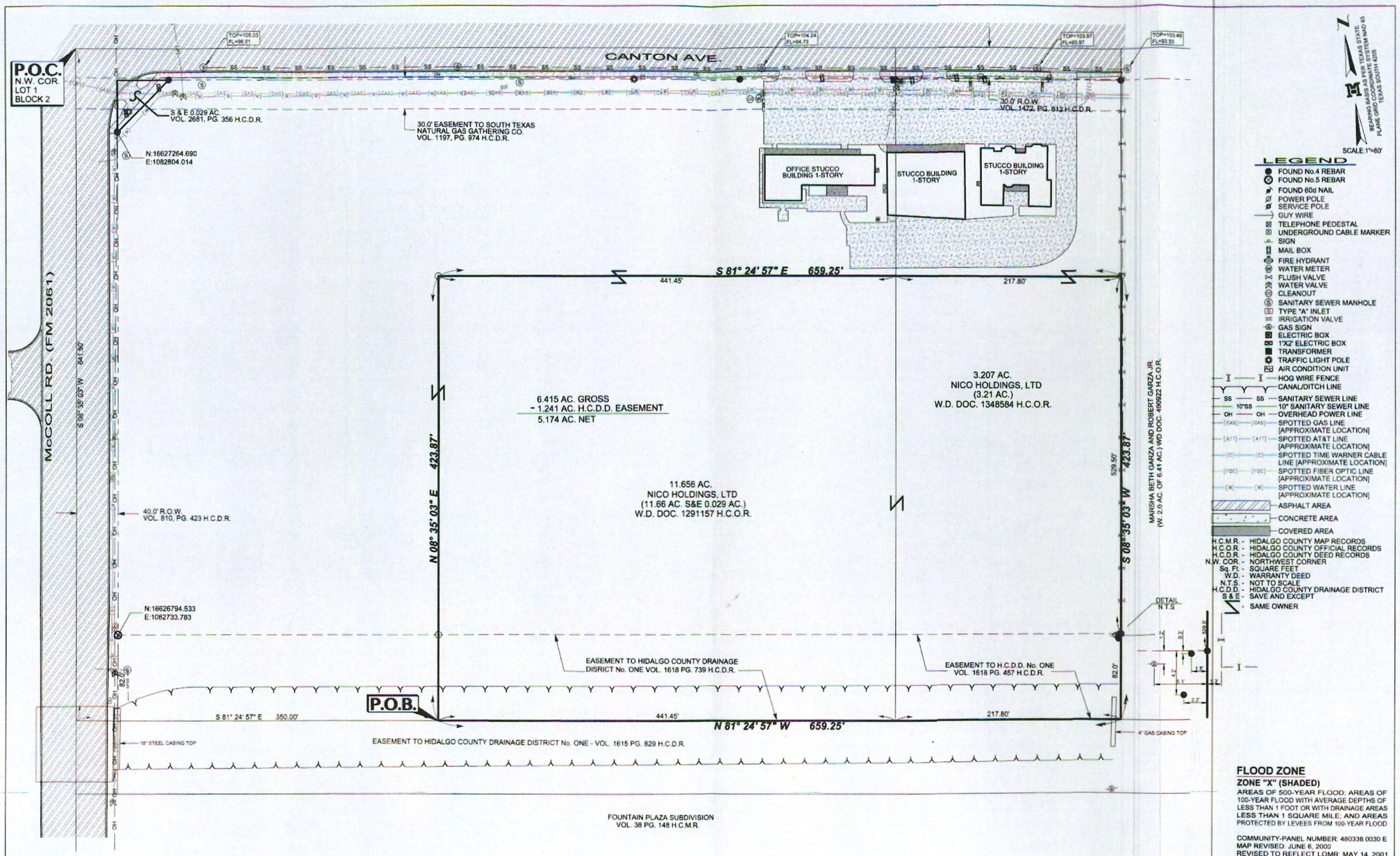
4. THENCE, N 81° 24' 57" W along the center line of said existing drainage ditch, a distance of 659.25 feet to the POINT OF BEGINNING and containing 6.415 acres of which 1.241 acres lies within the existing Drainage Easement, leaving a net of 5.174 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 06/20/2023 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 07/14/2023

STATE OF TEXAS REGISTERED ROBERTO N. TAMEZ 6238 PROFESSIONAL LAND SURVEYOR

Z:\Surveys\2023\23107\Metes & Bounds\M&B 6.415 AC..docx



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 6/20/23 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 07/14/2023

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING
6.415 ACRES OUT OF
LOT 1, BLOCK 2,
STEELE & PERSHING SUBDIVISION
VOLUME 8, PAGE 115 H.C.D.R.
HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

FLOOD ZONE

ZONE "X" (SHADED)

AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2001

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No. 10096900

BOOK T-982, PG. 33
DATE: 7/14/2023
JOB No. 23107.02-08
FILE NAME: 23107.02-08
REF. NAME: 14117.08
DRAWN BY: J.G./J.C./B.M.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0161

Date: **October 2, 2023**

1. Property Owner (required): **Nico Holdings LTD** 2. Phone: **(956) 381-0981**
3. Mailing Address: **2724 W. Canton Road**
4. City: **Edinburg** State: **TX** Zip: **78539**
5. Owner's Email: **rpalacios@pgtlawfirm.com** 6. Cell No. **(956) 381-0981**
7. Agent (not owner): **Mario A. Reyna, P.E.** 8. Agent's Phone: **(956) 381-0981**
9. Agent's Mailing Address: **115 W. McIntyre Street**
10. City: **Edinburg** State: **TX** Zip: **78541**
11. Agent's Email: **mario@meldenandhunt.com/lydia@meldenandhunt.com**
12. Address/Location being Rezoned: **N/A**
13. Legal Description of Property: 14. Property ID(s): **289944/289939**

6.415 acres out of Lot 1, Block 2, Steele & Pershing Subdivision

15. Zone Change: From: **CN - Commercial, Neighborhood** To: **RM - Residential, Multifamily**
16. Existing Land Use: **Vacant**
17. Reason for Zone Change: **Proposed multi-family development**

RECEIVED
OCT 02 2023
By

Mario A. Reyna, P.E.
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY Adam Edwards DATE RECEIVED 10 Oct 23

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

CASE#

Zone Change Application Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	10/2/23	
2.	Application Fee $400 (FEE IS NON-REFUNDABLE)	10/2/23	
3.	Survey*	10/2/23	
4.	Metes & Bounds Description*	10/2/23	
5.	Warranty Deed	10/2/23	
6.	Preliminary Site Plan/Sketch		
7.	Authorization Letter from Owner (If not owner)	10/2/23	
8.	Special Use Permit (if applicable)	N/A	

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: Nov. 14. 23

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Dec. 5th

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

PID: 289946
HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 633898
FRIDIE BEVERLY A & DAVID H
PO BOX 3820
EDINBURG, TX 78540-3820

PID: 633897
FRIDIE DAVID H & BEVERLY A
PO BOX 3820
EDINBURG, TX 78540-3820

PID: 633891
ASHLEY FOUNTAIN GROUP INC
PO BOX 3820
EDINBURG, TX 78540-3820

PID: 633895
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM OFFICE OF COUNSEL
ATTN: REAL ESTATE
210 WEST 7TH ST
AUSTIN, TX 78701-2903

PID: 633896
RGV KIDZ PLACE LLC
4903 JUNE DR
EDINBURG, TX 78539-0046

PID: 633886
FRIDIE DAVID H & BEVERLY A
PO BOX 3820
EDINBURG, TX 78540-3820

PID: 633889
JYRT DEVELOPMENT LP
PO BOX 359
EDINBURG, TX 78540-0359

PID: 633888
NICO HOLDINGS LTD
1216 SUSAN DR
EDINBURG, TX 78539-7001

PID: 289939
NICO HOLDINGS LTD
1216 SUSAN DR
EDINBURG, TX 78539-7001

PID: 289945
RIVERA EVA ALICIA
2510 W CANTON RD
EDINBURG, TX 78539

PID: 289942
GARZA MARSHA B &
ROBERT JR
2820 W CANTON RD
EDINBURG, TX 78539

PID: 289940
RIVERA EVA ALICIA
2510 W CANTON RD
EDINBURG, TX 78539

PID: 1123529
AVALON RGV HOLDINGS LP
1625 N STEMMONS FREEWAY
DALLAS, TX 75207-3411

PID: 1123532
AVALON RGV HOLDINGS LP
1625 N STEMMONS FREEWAY
DALLAS, TX 75207-3411

PID: 1123533
AVALON RGV HOLDINGS LP
1625 N STEMMONS FREEWAY
DALLAS, TX 75207-3411

PID: 1306377
MAHTANI SHAVI
8133 N 1ST ST
MCALLEN, TX 78504-5612

PID: 524018
EDINBURG IND SCHOOL DIST
PO BOX 990
EDINBURG, TX 78540-0990

PID: 289938
NICO HOLDINGS LTD
1216 SUSAN DR
EDINBURG, TX 78539-7001

PID: 1306061
CANTON SUBDIVISION LLC
100 E NOLANA STE 130
MCALLEN, TX 78504-2670

ZONING CASE
OWNER NOTIFICATION LIST

PID: 1465531
MP4 PIGGY BANK HOLDINGS LLC
2806 ERNESTO
EDINBURG, TX 78539

PID: 289944
NICO HOLDINGS LTD
1216 SUSAN DR
EDINBURG, TX 78539-7001

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 6.415 ACRES OUT OF LOT 1, BLOCK 2, STEELE & PERSHING SUBDIVISION, LOCATED AT 2900 SOUTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, Neighborhood (CN) District, and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 6.415 Acres Out of Lot 1, Block 2, Steele & Pershing Subdivision, Located At 2900 South McColl Road, Edinburg, Hidalgo County, Texas, from Commercial, Neighborhood (CN) District, and the Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission,

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, Neighborhood (CN) District, to Residential, Multifamily (RM) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, Neighborhood (CN) District, and added to the Residential, Multifamily (RM) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.B.
316 East Champion Street

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Residential Multifamily (RM) District, Being Lot 4 and the West ½ of Lot No. 5, Block 336, Original Townsite of Edinburg, Located at 316 East Champion Street, as Requested by Samuel Saldana on Behalf of Alvaro & Melissa Luna. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of East Champion Street. The property has 75 feet of frontage along East Champion Street and a depth of 142 feet for a total of 10,650 square feet. The proposed zoning is to allow for a full remodel on an existing duplex building. The future land use designation for this property is Urban Uses.

The property is currently zoned Residential, Primary (RP) District. The surrounding zoning is Residential Primary (RP) District to all sides. The property currently has an existing duplex that was built in 1989 as per the Hidalgo County tax roll. Based on the extent of the remodel, they are required to submit for the rezoning request. Adjacent land uses consist of a mixture of single-family development and multi-family use.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Residential Multifamily (RM) District, based on the existing and surrounding uses of the property. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 12/1/2023

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Residential Primary (RP) District to Residential Multifamily (RM) District

APPLICANT: Alvaro & Melissa Luna

AGENT: Samuel Saldana

LEGAL: Lot 4 and the west ½ of Lot No. 5, Block 336, Original Townsite of Edinburg

LOCATION: 316 East Champion Street

LOT/TRACT SIZE: 10,650 square feet

CURRENT USE: Duplex

PROPOSED USE: Multi-Family

EXISTING ZONING: Residential Primary (RP) District

ADJACENT ZONING:
North – Residential Primary (RP) District
South – Residential Primary (RP) District
East – Residential Primary (RP) District
West – Residential Primary (RP) District

LAND USE PLAN: Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Residential Multifamily (RM) District

REZONING REQUEST
SAMUEL SALDANA ON BEHALF OF ALVARO & MELISSA LUNA

EVALUATION

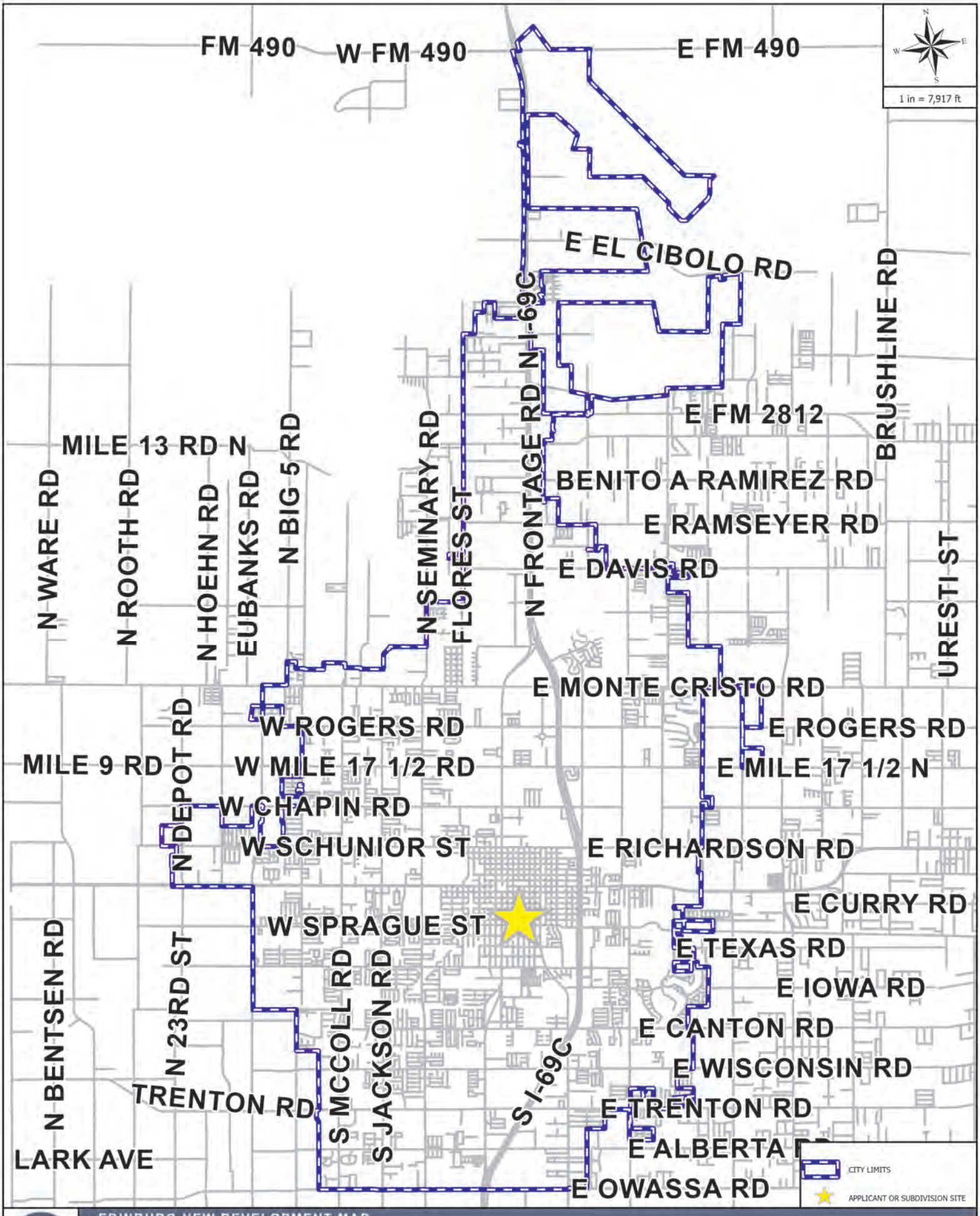
The following is staff's evaluation of the request:

1. Property has been in multi-family use since 1989.
2. The proposed zoning is to meet the current codes we use today.
3. The proposed remodel would not change the class or character of the surrounding areas.
4. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Residential Primary (RP) District to Residential Multifamily (RM) District, based on the existing and surrounding uses of the property. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

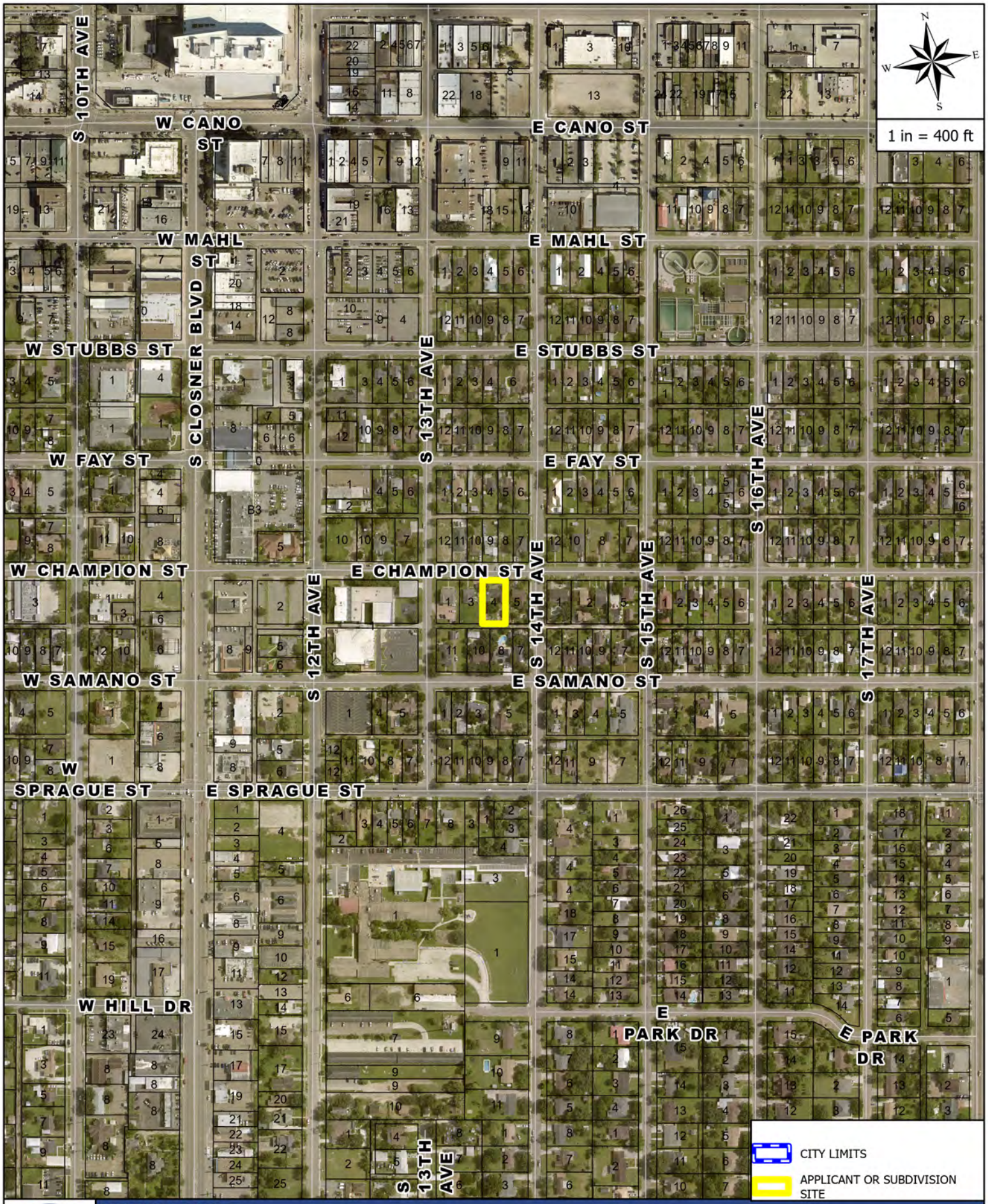
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

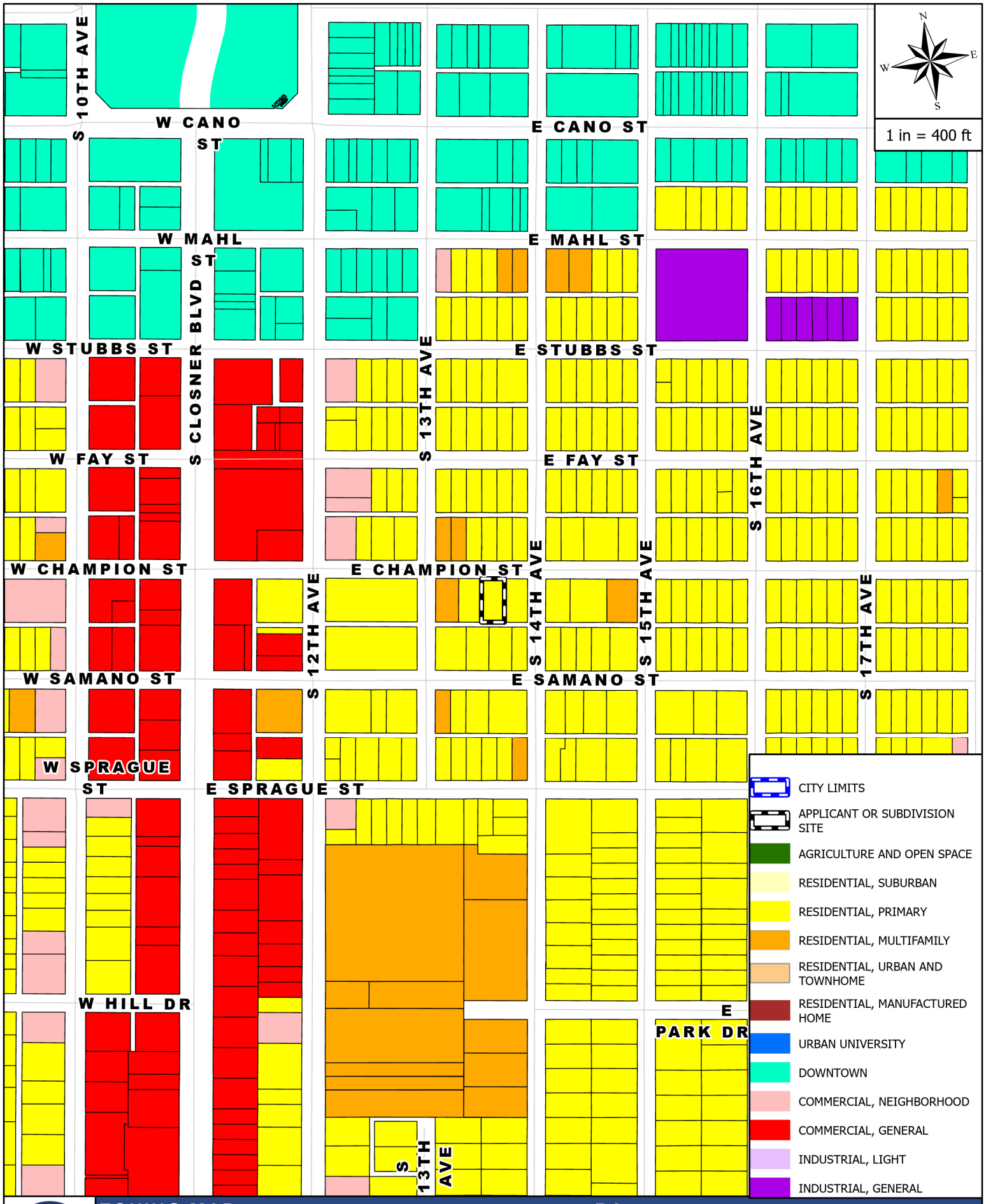
RZNE-2023-0166 SAMUEL SALDANA



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0166 SAMUEL SALDANA



ZONING MAP **BA**

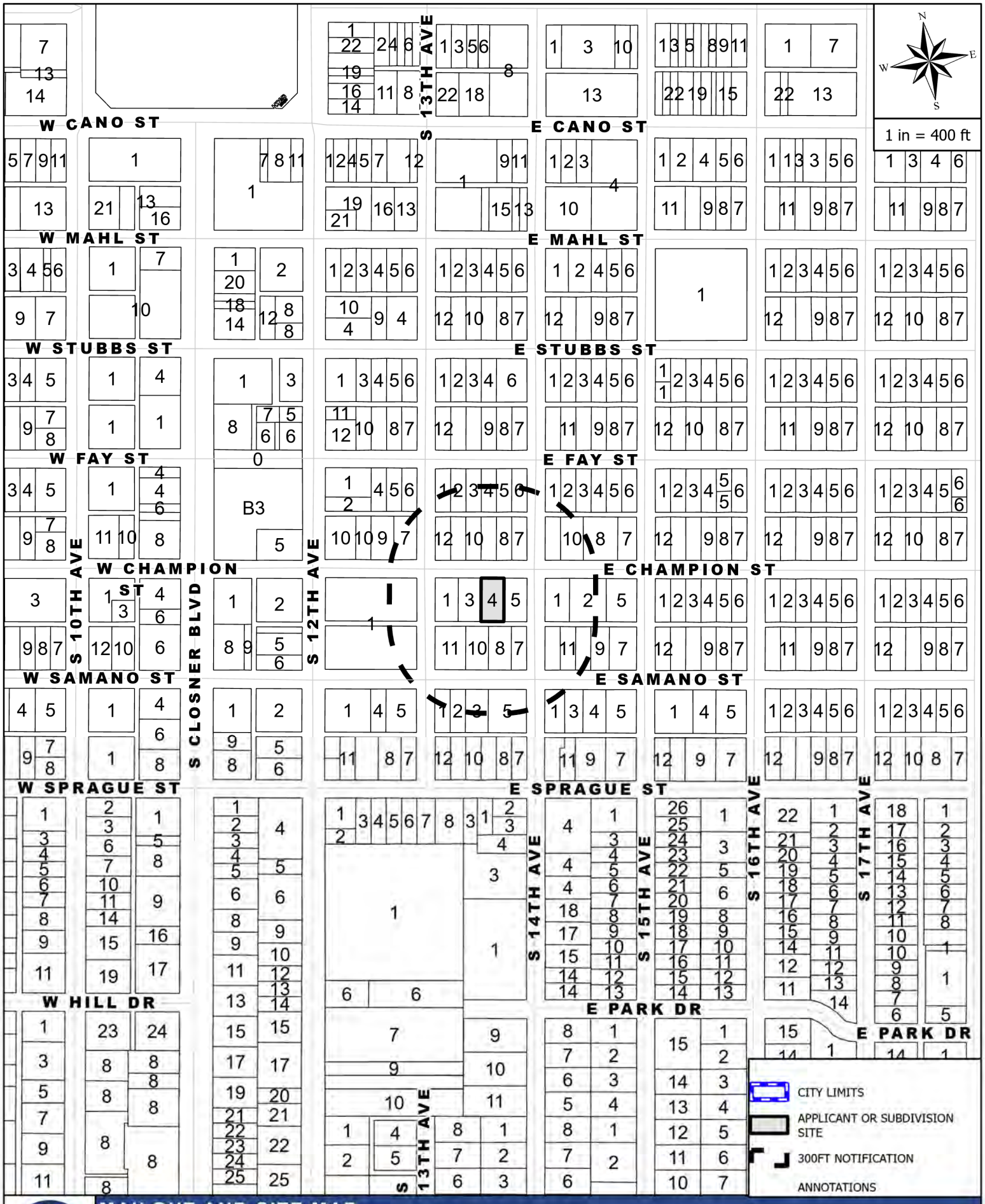
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0166 SAMUEL SALDANA

FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0166 SAMUEL SALDANA



MAILOUT AND SITE MAP

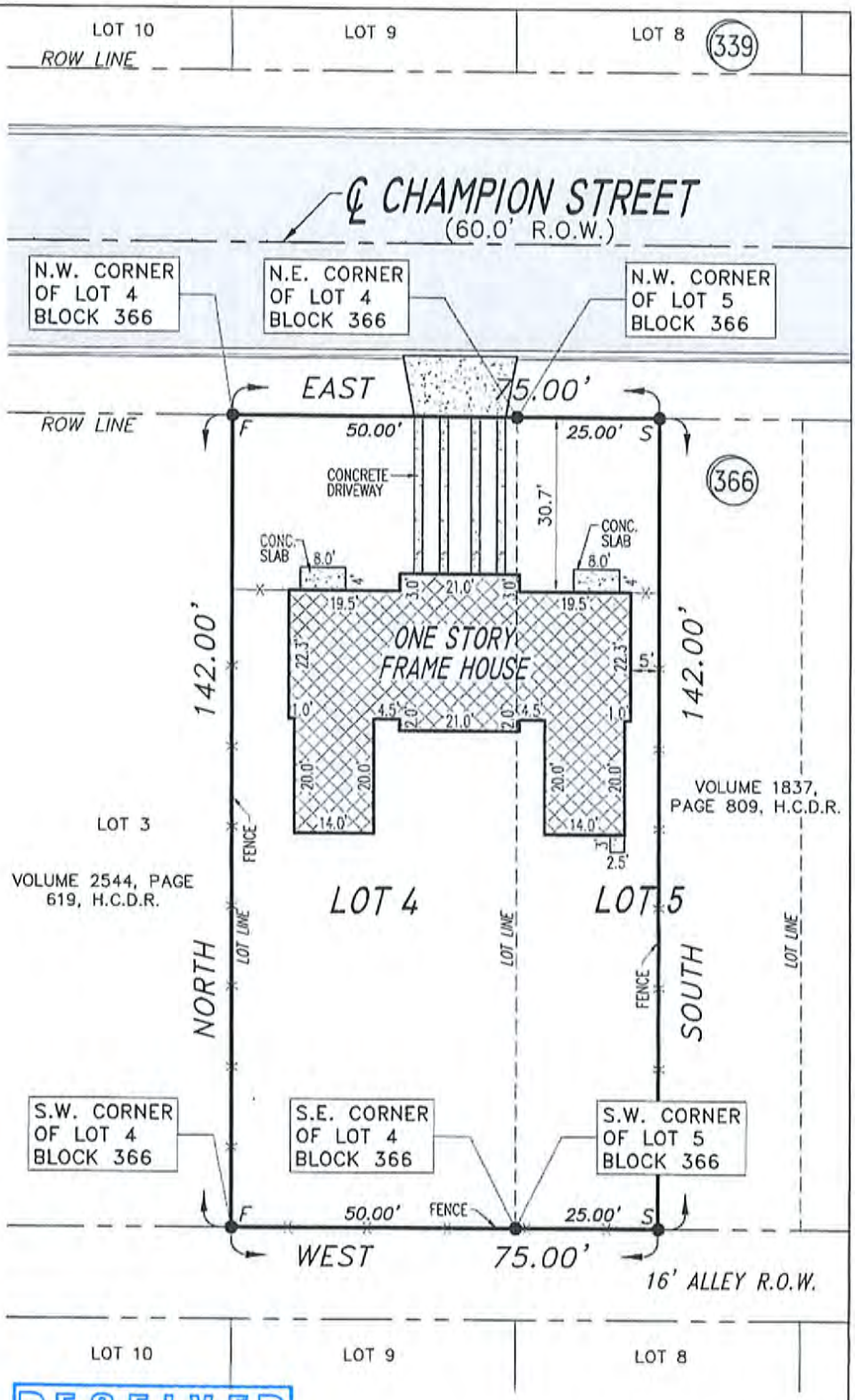
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0166 SAMUEL SALDANA

Rezoning Request Site Photo

SAMUEL SALDANA ON BEHALF OF ALVARO & MELISSA LUNA

316 East Champion



SCALE: 1" = 30'

BEARINGS BASED ON RECORD BEARINGS OF: ECISD ADMINISTRATION BUILDING, AS RECORDED IN VOLUME 48, PAGE 23, H.C.M.R.

ADDRESS:
318 E. CHAMPION STREET
EDINBURG, TX 78539

PROPOSED INSURED:
ALVARO LUNA, Jr. &
MELISSA ARLENE LUNA

LEGEND:
F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD WITH A CAP LABELED "RPLS 4204"

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY–PANEL NUMBER
480338 0020 E
MAP REVISED: 06/06/2000
THIS AREA IS IN FLOOD ZONE "X" SHADED

RECEIVED
OCT 12 2023
By

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

PLAT SHOWING

ALL OF LOT 4 AND THE WEST ONE-HALF OF LOT 5, BLOCK 366, ORIGINAL TOWNSITE OF EDINBURG, AS RECORDED IN VOLUME 1, PAGE

STATE OF TEXAS
REGISTERED
RAUL E. GARCIA
4204
PROFESSIONAL

318 E. CHAMPION
DUPLEX REMODEL

SHEET INDEX

T 1.0	TITLE SHEET
AS 1.0	EXISTING / NEW SITE PLAN
EX D 1.0	EXISTING / DEMOLITION PLAN
A 1.0	FLOOR PLANS ROOF PLAN, WINDOW / DOOR SCHEDULE, NOTES
A 2.0	EXTERIOR ELEVATIONS / INTERIOR ELEVATIONS
E 1.0	ELECTRICAL PLAN
P 1.0	PLUMBING ROUGH-IN

RECEIVED
OCT 12 2023
By

MODERN FORM DESIGN+DEVELOPMENT
CONSTRUCTION+PROPERTIES 956-493-3813
1210 JASPER DRIVE
WESLACO, TEXAS 78596
ssalfemamcdf@aol.com

CHAMPION ST. DUPLEX REMODEL

MR. AND MRS LUNA
318 E. CHAMPION
EDINBURG, TEXAS 78504

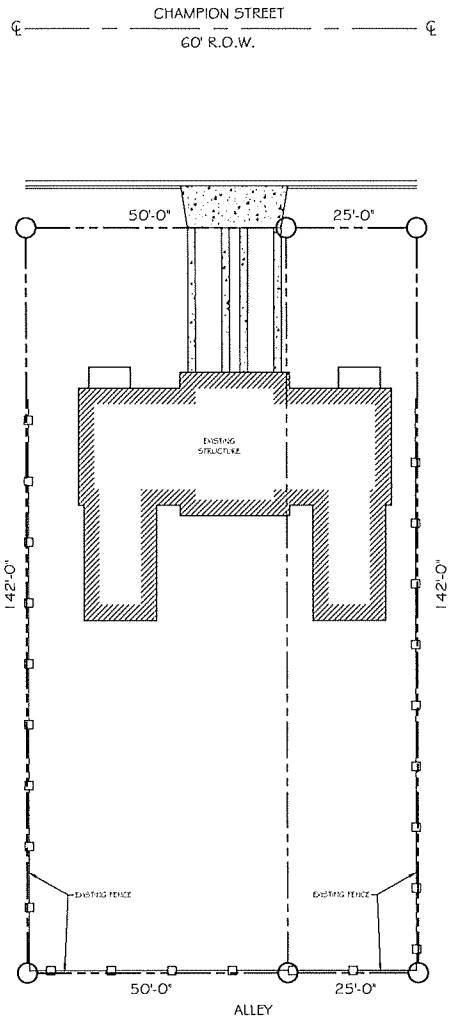
THESE DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF THE OWNER. THEY MAY NOT BE REUSED, REPRODUCED OR ALTERED IN ANY WAY WITH OUT PRIOR WRITTEN APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO THE DESIGNER.

ISSUED FOR:	DATE
PERMIT REVIEW	10/09/2023
CONSTRUCTION	10/09/2023
REVISED	—

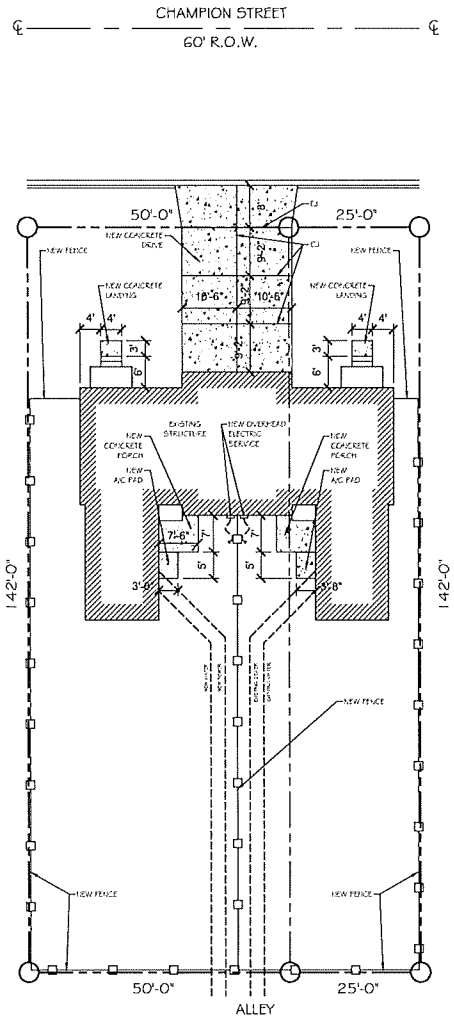
JOB No: 02-2023

T 1.0

SHEET 1 OF 7



EXISTING SITE PLAN
SCALE: N.T.S.



NEW SITE PLAN
SCALE: N.T.S.

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ssaldanamcdt@aol.com

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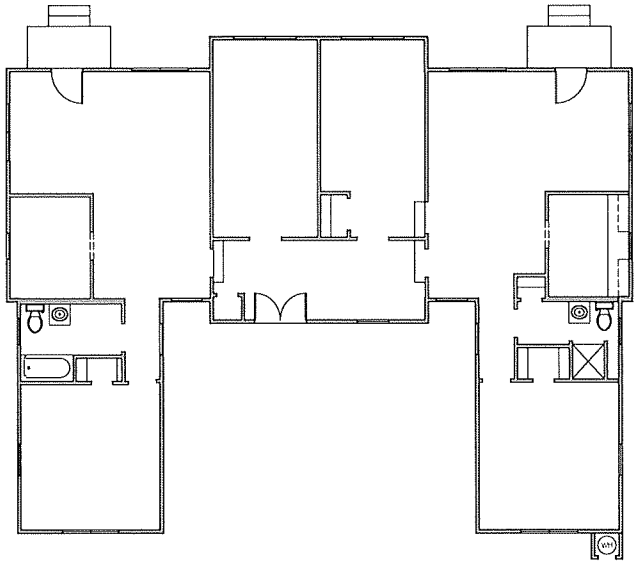
AS 1.0

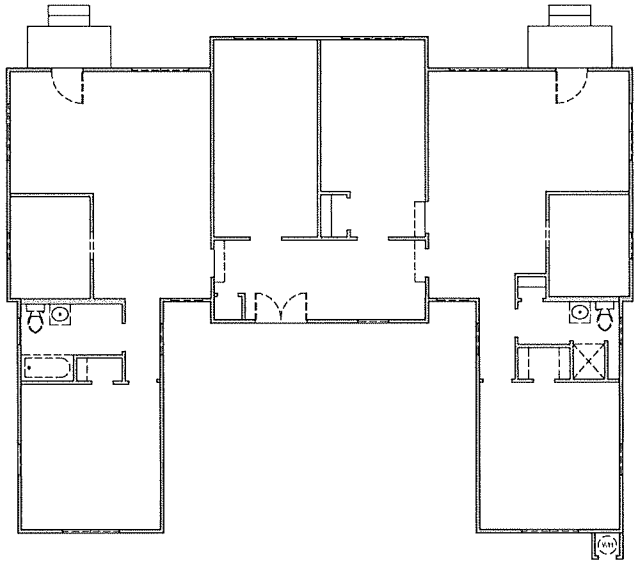
SHEET 2 OF 7



EXISTING FLOOR PLAN
SCALE: 3/16"= 1'-0"

1

N



DEMOLITION PLAN
SCALE: 3/16"= 1'-0"

2

N

DEMOLITION LEGEND

EXISTING WALLS TO BE DEMOLISHED

EXISTING DOORS TO BE DEMOLISHED

EXISTING DOORS TO BE DEMOLISHED

EXISTING WINDOWS TO BE DEMOLISHED

WH

EXISTING PLUMBING FIXTURES TO BE DEMOLISHED

DEMOLITION NOTES:
ALL MATERIAL DEMOLISHED MATERIAL WILL BE REMOVED AND DISPOSED OF.

SELECTIVE DEMO WILL TAKE PLACE TO INSTALL NEW MATERIAL THAT IS NOT NOTED ON THIS PAGE.

MODERN FORM DESIGN
CONSTRUCTION+PROPERTIES
1210 JASPER DRIVE
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ssalidanamedit@aol.com

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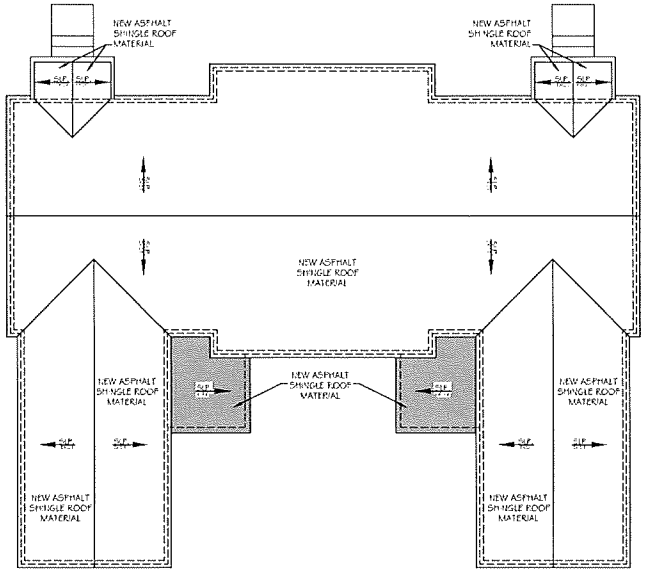
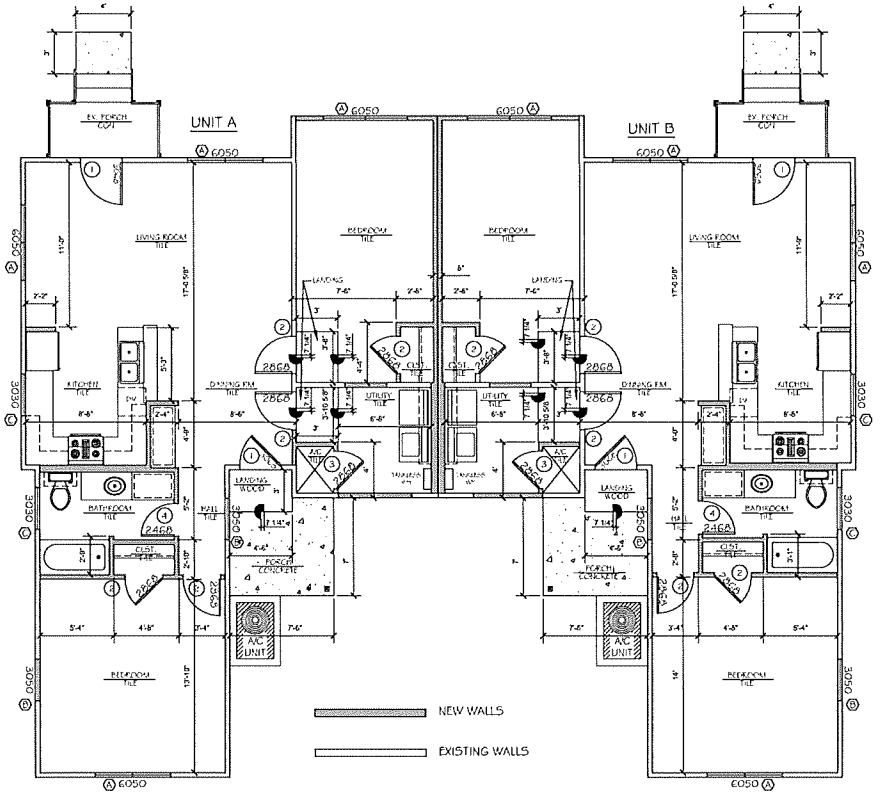
JOB NO. 02-2023

EX-D 1.0

SHEET 3 OF 7



EXIST / NEW ROOF PLAN
SCALE: 3/16"=1'-0"



NEW FLOOR PLAN
SCALE: 1/4"=1'-0"

N

WOOD FRAMING NOTES

1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM WITH THE NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION, PUBLISHED BY THE NATIONAL FORREST PRODUCT ASSOCIATION.
2. LUMBER FOR BEAMS, HEADERS, JOIST AND RAFTERS SHALL BE SOUTHERN PINE NO. 2 OR EQUAL, UNLESS OTHERWISE INDICATED ON THESE PLANS.
3. DO NOT CUT FRAMING MEMBERS FOR PLUMBING, ELECTRICAL OR MECHANICAL WITHOUT REINFORCING THE MEMBER TO ITS ORIGINAL CAPACITY.
4. LUMBER FOR 2 X 4 AND 2 X 6 STUDS SHALL BE STUD GRADE SPRUCE PINE - FIR OR EQUAL, UNLESS OTHERWISE NOTED ON THESE PLANS.
5. ALL HEADERS AND BEAMS TO BE SUPPORTED BY BUILT UP 2X'S OR COLUMNS AS SHOWN ON PLANS, SUPPORT TO BE CONTINUOUS TO FOUNDATION OR OTHER SUPPORT BELOW.
6. BEARING TYPE CONNECTIONS MAY BE TOE NAILED. ALL OTHER CONNECTIONS OF STRUCTURAL MEMBERS TO BE MADE USING METAL JOIST HANGERS.
7. ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED, PROVIDE PRESSURE TREATED LUMBER AT ALL OTHER LOCATIONS NOTED ON PLANS.
8. FRE - ENGINEERED TRUSSES SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, AND MANUFACTURED BY A CERTIFIED TRUSS MANUFACTURE.
9. TRUSS MANUFACTURE SHALL PROVIDE INSTALLATION DETAILS AND INSTRUCTIONS FOR ALL TRUSSES SHOWING TEMPORARY AND PERMANENT BRACING AND BRACING LOCATIONS.
10. ALL DIMENSIONS ARE TO FACE OF STUD OR CENTER OF DOORS AND WINDOWS AND OPENINGS.

GENERAL NOTES

1. CORD NATE AND VERIFY ALL DIMENSIONS AND DETAILS WITH THE ARCHITECTURAL DRAWINGS.
2. IT IS THE RESPONSIBILITY OF ALL TRADES TO ENSURE COMPLIANCE WITH ALL LOCAL CODES.
3. ALL GYPSUM CORNERS TO HAVE ROUNDED CORNER BEADS UNLESS OTHERWISE STATED IN THESE DOCUMENTS.
4. THIS DWELLING SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS, 2012 EDITION.
5. 5/8" FIRE CODE GYSUM BOARD ON ALL WALLS AND CEILINGS INCLUDING GARAGE. TAPE, FLOAT, TEXTURE AND PAINTED. COLORS TO BE SELECTED BY OWNER AND APPLIED BY PAINT SUB - CONTRACTOR / GENERAL CONTRACTOR.

HVAC NOTES

1. VERIFY ALL DIMENSIONS AT JOBSITE PRIOR TO THE START OF WORK.
2. ALL WORK SHALL COMPLY WITH INTERNATIONAL RESIDENTIAL BUILDING CODE, LOCAL CODES AND ORDINANCES AS ADOPTED BY LOCAL MUNICIPALITIES
3. HVAC SUB - CONTRACTOR SHALL COORDINATE WITH ALL ARCHITECTURAL DRAWINGS PRIOR TO CUTTING ANY OPENINGS.
4. COORDINATE EXACT LOCATIONS OF ALL CEILING MOUNTED DEVICES WITH PLANS PRIOR TO INSTALLATIONS.
5. DUCTWORK SHALL BE CONCEALED WITH IN THE FLOOR TRUSS CAVITY, WITHIN CEILING FURDOWNDROPS, OR WITH IN THE ATTIC. EXACT WORK SHALL BE FABRICATED FROM FOIL FACED FIBERGLASS DUCT BOARD ACCORDING TO SMACNA LOW PRESSURE DUCT STANDARDS. FLEX DUCT WORK AT MAXIMUM 10 FEET REGISTER RUN OUTS SHALL HAVE 1" INSULATION AND SHALL HAVE POLYFACED INTERIOR AND VINYL AND FOIL EXTERIOR.
6. THE MECHANICAL SUB - CONTRACTOR WILL COMPLETE SIZING OF MECHANICAL AIR CONDITIONING EQUIPMENT. SIZING OF DISTRIBUTION DUCTS AND LOCATIONS SHALL BE COMPLETED BY THE MECHANICAL CONTRACTOR.
7. DUCTS ACCESSORIES SHALL BE GENERALLY AS FOLLOWS:

   TURNING VANES, INSTALLED AT ALL 90 DEGREE DUCT BENDS

   AIR EXTRACTORS, INSTALL AT ALL BRANCH DUCT TAKE OFFS.

   OPPOSED BLADE VOLUME DAMPERS, INSTALL D.B.V.D. AT ALL SUPPLY REGISTER LOCATIONS AS HVAC CONTRACTOR DEEMS NESSESARY FOR PROPER AIR FLOW RATES.

   VOLUME CONTROL DAMPERS, BUTTERFLY TYPE - LOCKING HANDLES

8. A/R SUPPLY DIFFUSERS:

COLOR:	WHITE
MOUNTING:	FLUSH
BALANCING DAMPERS	BUTTERFLY TYPE AT FLEX DUCTS

9. RETURN AIR GRILLS

COLOR:	WHITE
MOUNTING:	FLUSH
STYLE:	FILTER BACK LOUVER GRILL

10. CONDENSATE DRAINS:

MATERIAL:	PVC
INSULATION	MOUNTAIN AIR/AVA FLEX INSULATION OR EQUAL
MAINTAINE:	POSITIVE SLOPE THROUGH OUT
DRAINAGE:	BE SURE THAT DRAINS USED FOR CONDENSATE LINE CONNECTIONS ARE ROUTED TO APPROVED WET TRAPS.

11. THERMOSTATS:

FUNCTIONS:	HEAT - ALLY HEAT - COOL - AUTO - FAN
PROGRAMMABLE:	SEVEN DAY DUAL MODE (MOVE, AWAY) AUTO CHANGE OVER, HEAT TO COOL
COVER:	LOCKING

12. ALLOW FOR BALANCING OF HVAC SYSTEM AFTER INSTALLATION OF NEW REGISTERS AND BALANCING
13. CHANGE HVAC FILTERS WEEKLY OF MORE OFTEN DURING CONSTRUCTION. AT COMPLETION OF CONSTRUCTION, INSTALL NEW FILTERS AND CLEAN DUCT SYSTEM IF REQUIRED.
14. INSTALLATION TO BE NOT COMPLYING WITH STANDARD WORKMANSHIP PRACTICES SHALL BE REVISED TO COMPLY AT NO ADDITIONAL COST TO THE OWNER.
15. HVAC SUB - CONTRACTOR AND HIS EMPLOYEES SHALL PERFORM THERE WORK IN A SAFE MANOR AND SHALL MAINTAIN ADEQUATE PROTECTION OF THEIR WORK, OWNERS PROPERTY AND ALL PERSONS ON THE SITE FROM INJURY, DAMAGE OR LOSS.
16. FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND PERMITS TO CONSTRUCT AND INSTALL AND COMPLETE MECHANICAL SYSTEM CONSISTANT WITH THE INTENT OF THE CONSTRUCTION DOCUMENTS.
17. THE HVAC SUB - CONTRACTOR SHALL ASSEMBLE AND PROVIDE TO THE OWNER AS PART OF THE CLOSE OUT SUBMISSION REQUIREMENTS, AN ORGANIZED BINDER, WITH CUT SHEETS, MAINTENANCE REQUIREMENTS, ADJUSTMENT PROCEDURES, TEST REPORTS, APPROVALS, WARRANTEES, PHONE NUMBERS OF SERVICE PERSONEL AND OTHER PERTINATE INFORMATION
18. IF A/R HANDLER IS LOCATED IN ATTIC, A 24 INCH WIDE UNOBSTRUCTED CATWALK FROM ATTIC ACCESS, WITH 3'-0" HEAD CLEARENCE TO THE SERVICE SIDE WITH A 30" PLATFORM NOT LONGER THAN 25'-0" SHALL BE CONSTRUCTED.
19. A 4" DRYER VENT METALIC WITH A CLEAN OUT ON VERTICAL RISE TO THE OUTSIDE, MAX 25'-0" IN TOTAL SPAN.
20. MECHANICAL VENTILATION OF BATHROOMS, MUST BE VENTED DIRECTLY TO THE OUTDOORS.

DOORS

M	SIZE	TYPE	DESCRIPTION
1	3068	INSULATED	1 3/4" METAL / WOOD DOOR W/ THRESHOLD
2	2668	HC	1 3/8" HOLLOW CORE MASONITE
3	2868	HC	1 3/8" HOLLOW CORE MASONITE / WITH VENT
4	2468	HC	1 3/8" HOLLOW CORE MASONITE

NOTE:
DOOR AT AC CLOSET TO HAVE A LOUVER FOR A/R FLOW

WINDOWS

M	SIZE	TYPE	DESCRIPTION
A	6050 - LIGHTS AS SHOWN	SH	1. DOUBLE PANE, LOW E, ALUMINUM FRAME 2. COLOR AS PER OWNER. 3 LIGHTS AS SHOWN ON ELEVATIONS.
B	3050 - LIGHTS AS SHOWN	SH	
C	3030 - LIGHTS AS SHOWN	SH	

SQUARE FOOTAGE:

DWING:	2,059 SF
FORCHES:	187 SF
TOTAL:	2,246 SF

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1210 JASPER DRIVE
WESALCO, TEXAS 78596
ssalfanamcd1@aol.com

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EDINBURG, TEXAS 78504

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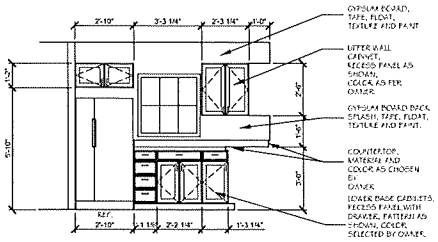
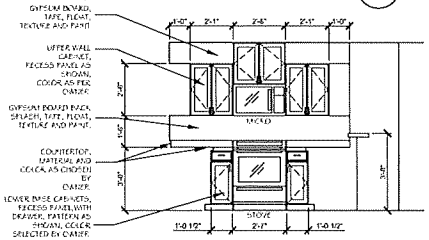
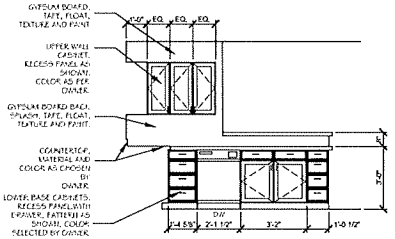
SHEET 4 OF 7



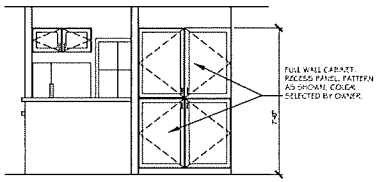
KITCHEN ELEVATION /OPP SIDE
SCALE: 3/8"=1'-0" 5



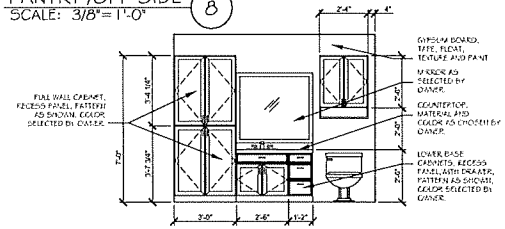
KITCHEN ELEVATION /OPP SIDE
SCALE: 3/8"=1'-0" 6



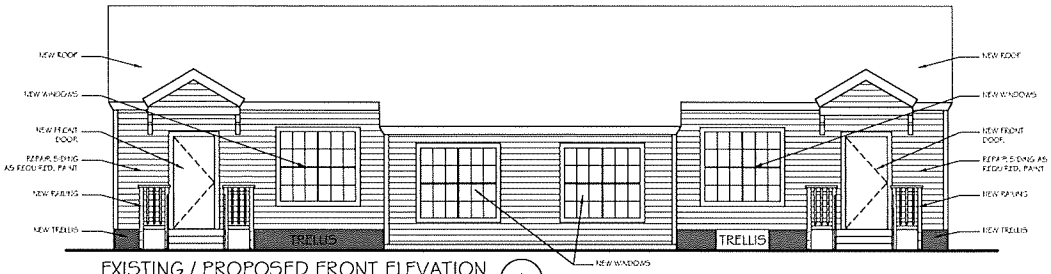
KITCHEN ELEVATION /OPP SIDE
SCALE: 3/8"=1'-0" 7



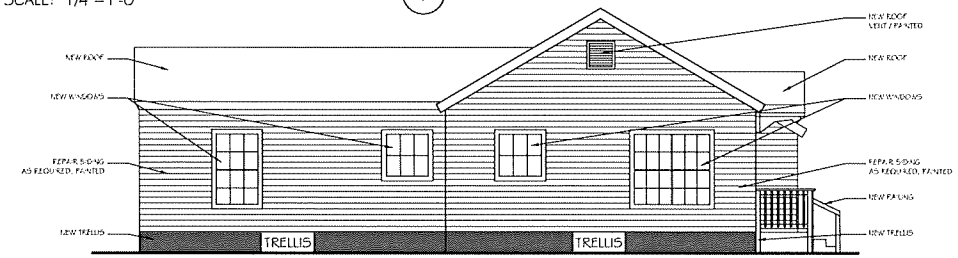
PANTRY /OPP SIDE
SCALE: 3/8"=1'-0" 8



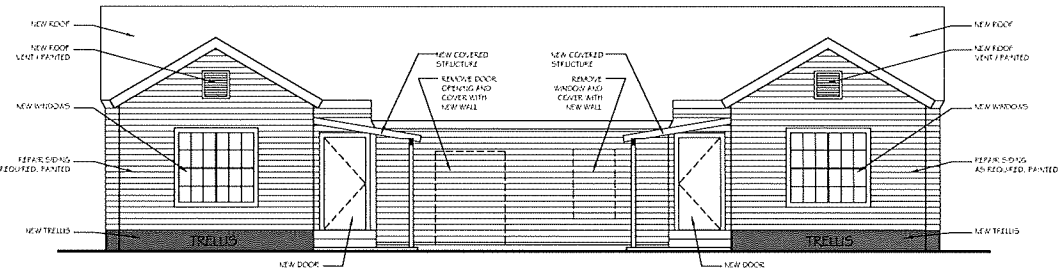
BATHROOM /OPP SIDE
SCALE: 3/8"=1'-0" 9



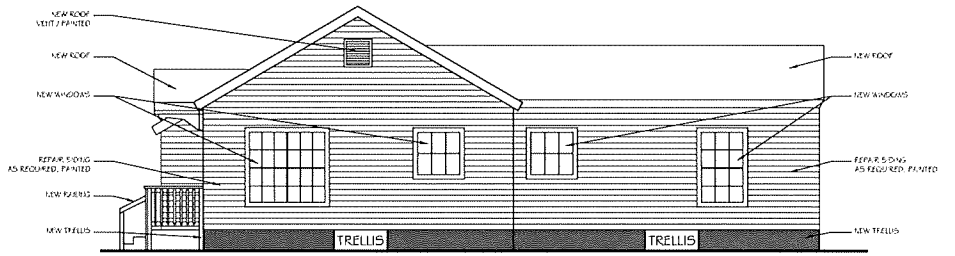
EXISTING / PROPOSED FRONT ELEVATION
SCALE: 1/4"=1'-0" 1



EXISTING / PROPOSED LEFT ELEVATION
SCALE: 1/4"=1'-0" 2



EXISTING / PROPOSED REAR ELEVATION
SCALE: 1/4"=1'-0" 3



EXISTING / PROPOSED REAR ELEVATION
SCALE: 1/4"=1'-0" 4

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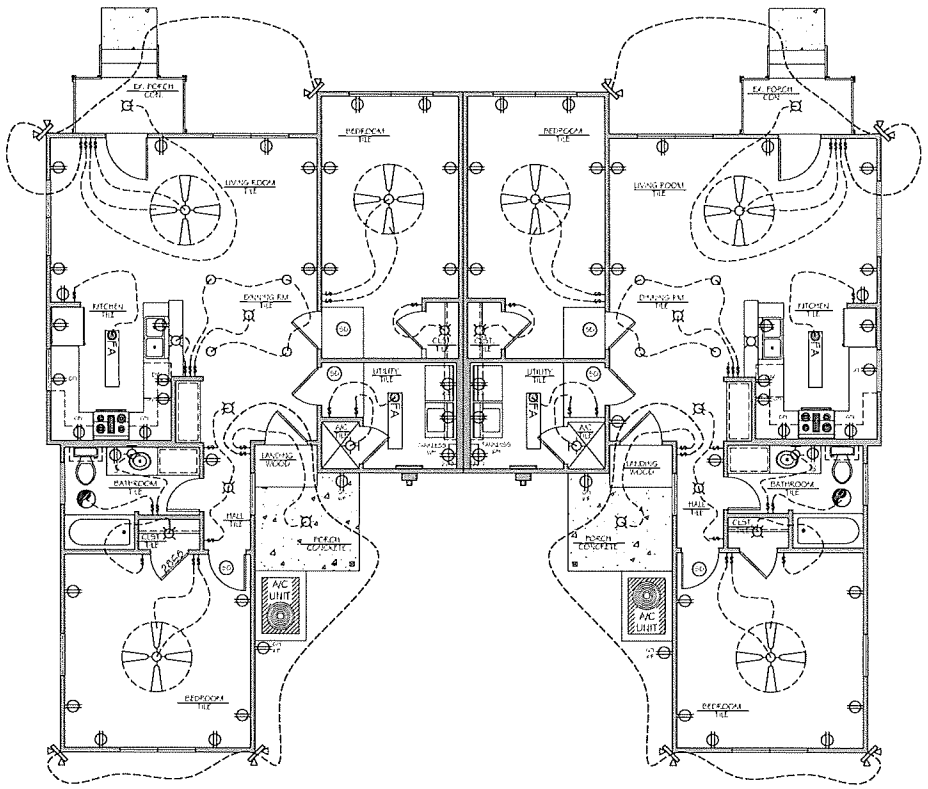
A 2.0

SHEET 5 OF 7

ELECTRICAL NOTES:

1. VERIFY ALL DIMENSIONS AT JOBSITE PRIOR TO THE START OF WORK.
2. ALL WORK SHALL COMPLY WITH INTERNATIONAL RESIDENTIAL BUILDING CODE, AND ALL LOCAL CODES AND ORDINANCES AS ADOPTED BY THE LOCAL MUNICIPALITY.
3. ALL MATERIALS SHALL BE NEW AND BEAR A U.L. LABEL
4. ELECTRICAL CONTRACTOR SHALL CORDINATE WITH OTHER TRADES AND LOCAL POWER COMPANY FOR TIMELY INSTALLATION OF WORK AS SPACE IS ACCESSIBLE CUTTING AND PATCHING CAUSED BY FAILURE TO COORDINATE WILL BE PERFORMED AT NO EXTRA COST TO OWNER
5. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND PERMITS TO CONSTRUCT AND INSTALL A COMPLETE ELECTRICAL SYSTEMS CONSISTANTS WITH THE INTENT OF THE DRAWINGS.
6. COORDINATE THE LOCATIONS AND INSTALLATION OF ALL OWNER FURNISHED ITEMS AFFECTING THIS TRADE.
7. NOTIFY OWNER OF ANY DISCOVERED OR DISCLOSED CONDITIONS THAT DIFFER FROM CONSTRUCTION DOCUMENTS.
8. INSTALLATIONS FOUND NOT TO COMPLY WITH STANDARD WORKMANSHIP PRACTICES SHALL BE REVISED TO COMPLY AT NO EXTRA COST TO OWNER.
9. ELECTRICAL CONTRACTOR AND HIS / HER EMPLOYEES SHALL PERFORM THEIR WORK IN A SAFE MANNER AND MAINTAIN ADEQUATE PROTECTION OF THERE WORK, THE OWNERS PROPERTY AND ALL PERSONS OF THE SITE FROM INJURY, DAMAGE OR LOSS.
10. THE ENTIRE ELECTRICAL SYSTEM SHALL BE GROUNDED ACCORDING TO INTERNATIONAL RESIDENTIAL BULDING CODE REQUIREMENTS.
11. LOCATE STRUCTURAL MEMBERS ON THE JOB IN ORDER TO CORDINATE AND NOT TO CONFLICT WITH RUNS OR WIRING INSTALLATIONS OF PANELS, CONDUITS AND DEVICES.
12. MINIMUM WIRE SIZE FOR LIGHTING AND BRANCH CIRCUITS SHALL BE #12 THW COPPER.
13. COODINATE ALL CEILING MOUNTED DEVICES WITH PLANS AND OWNER PRIOR TO INSTALLATION.
14. SWITCH DEVICE THAT OCCUR TOGETHER SHALL BE GANGED TOGETHER UNDER A COMMON WALL PLATE.
15. GFCI OUTLETS AS REQUIRED BY CODE, 220 OUTLETS AT STOVE, WATER HEATER AND DRYER. SMOKE DETECTORS AS REQUIRED IN BEDROOMS, SMOKE AND CARBON MONOXIDE DETECTORS AS REQUIRED BY CODE.
16. ALL LIGHT FIXTURES, CIELING FANS, SWITCHES AND SWITCH PLATES TO BE CHOSEN BY OWNER, INSTALLED BY ELECTRICAL CONTRACTOR.
17. PROVIDE COMPLETE AND TYPWRITTEN PANEL DIRECTIONS FOR ALL ELECTRICAL PANELS, MOUNT DIRECTIONS ON INSIDE OF PANEL DOOR.
18. ALL FLORECENT BALLEST SHALL BE ENERGY SAVING HPF TYPE FIXTURES.
19. SWITCH GEAR SHALL BE MANUFACUTED BY SQUARE 'D' OR EQUAL.
20. INCLUDE LABOR AND MATERIALS FOR COORDINATION AND ENERGIZING MECHANICAL EQUIPMENT.
21. SMOKE DETECTORS IN AND BY SLEEPING QUATERS ARE TO BE HARDWIRED WITH BATTERY BACK UP, AND INTERCONNECTED.
22. OUTLETS IN BATHROOMS, OUTDOORS, GARAGES, KITCHENS AND WHERE APPLICABLE BY THE 2002 NATIONAL ELECTRICAL CODE SHALL HAVE GROUND FAULT CIRCUIT INTERRUPTER (GFCI) PROTECTION.
23. BY LOCAL CODE ORDINANCES #4 A.W.G. TO BE USED FOR RANGES / SEPERATE COOK TOPS AND OVENS CONDUCTER TO BE SIZED ACCORDINGLY.
24. PROVIDE BONDING OF COPPER WATER LINES WHEN ELECTRIC WATER HEATER IS USED.
25. BRANCH CIRCUITS SUPPLY 20 - AMPERE RECEPTICAL OUTLETS IN BEDROOMS SHALL BE PROTECTED BY AND ARC - FAULT CIRCUIT INTERRUPTER UNDER 2002 NATIONAL ELECTRICAL CODE.
26. 12/2 ROMEX IS NOT ALLOWED FOR SWITCH LEGS (2002) NATIONAL ELECTRICAL CODE AND LOCAL ORDINANCES REQUIREMENTS.



ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

N

ELECTRICAL LEGEND

- 110 VOLT OUTLET RECEPTICAL
- GFI — 110 VOLT GROUND FAULTED OUTLET RECEPTICAL
- GFI WP — 110 VOLT GROUND FAULTED, WEATHER PROOF OUTLET RECEPTICAL
- EXTERIOR FLOOD LIGHT FIXTURE, MOUNTED UNDER SOFFIT
- DRIVE — DOOR BELL CHIME, ALL CONNECTED TO FRONT DOOR BUTTON
- CEILING MOUNTED LIGHT FIXTURE, MOISTURE RESISTANT WHERE SHOWERS
- DB — WALL MOUNTED DOOR BELL BUTTON, WIRED TO CHIME
- 220 — 220 VOLT OUTLET RECEPTICAL
- EXHAUST FAN
- WALL MOUNTED LIGHT FIXTURE.
- ELECTRICAL BREAKER BOX
- ELECTRICAL BREAKER BOX / METER BOX
- $ — WALL MOUNTED SWITCH
- $3 — 3 WAY WALL MOUNTED SWITCH
- WH — CONVENTIONAL WATER HEATER

CEILING FAN AS SELECTED BY OWNER.

- TANKLESS WATER HEATER
- 6 INCH RECESSED CAN FIXTURES
- DFA — CEILING MOUNTED ENERGY SAVER FLOURECENT FIXTURE
- SD — SMOKE DETECTOR
- EX — EXISTING 110 VOLT OUTLET RECEPTACLE
- EX $ — WALL MOUNTED SWITCH

MODERN FORM DESIGN
CONSTRUCTION-PROPERTIES
1210 JASPER DRIVE
WESALCO, TEXAS 78596
cssaldanamcd@aol.com

CHAMPION ST. DUPLEX REMODEL

MR. AND MRS LUNA
318 E. CHAMPION
EDINBURG, TEXAS 78504

THESE DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF THE OWNER. THEY MAY NOT BE REUSED, REPRODUCED OR ALTERED IN ANY WAY WITH OUT PRIOR WRITTEN APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO THE DESIGNER.

ISSUED FOR:	DATE
FINAL REVIEW	10/09/2023
CONSTRUCTION	10/09/2023
REVISED	—

JOB NO. 02-2023

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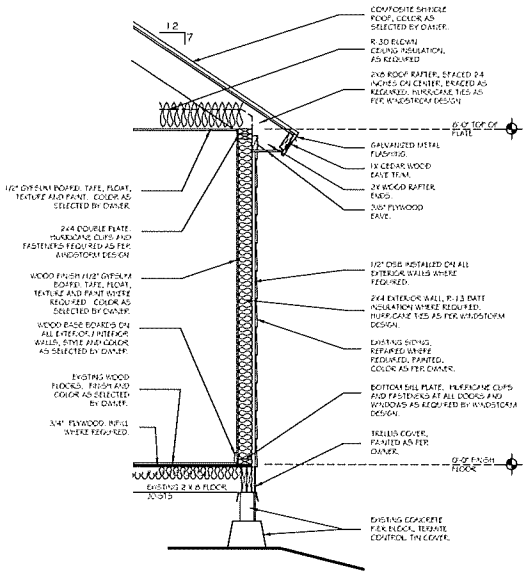
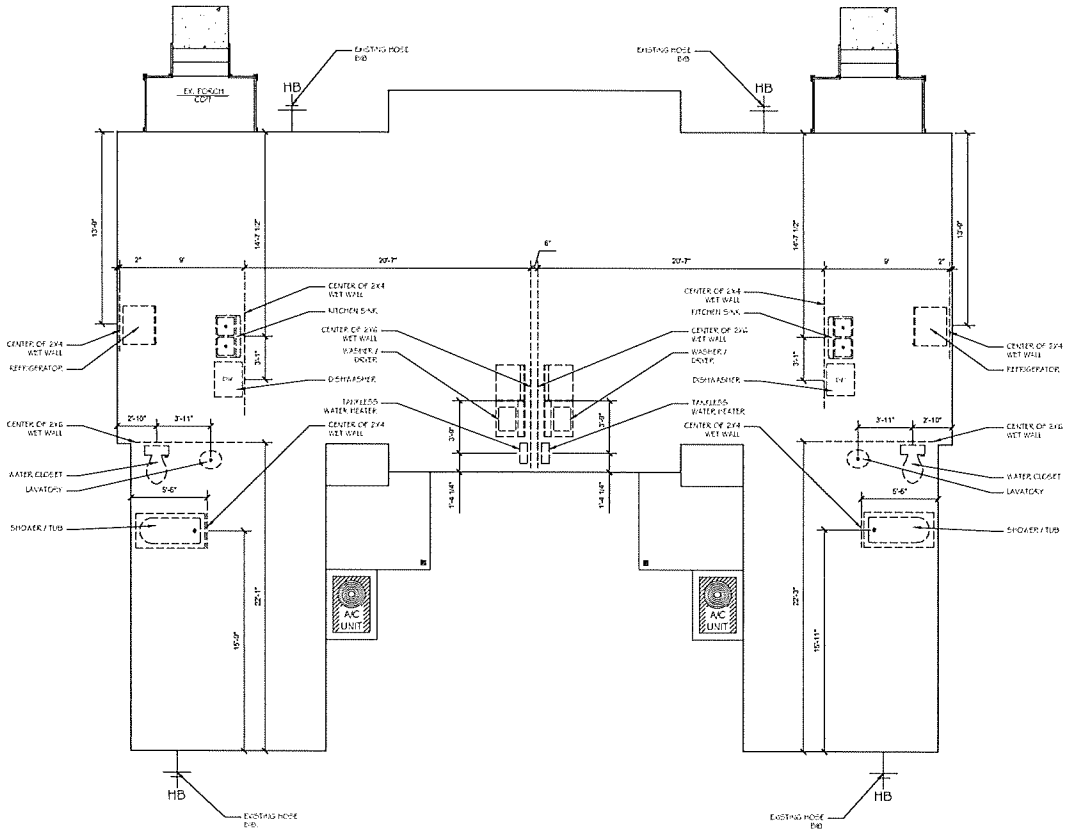
SHEET 6 OF 7



TYP. WALL SECTION
SCALE: 3/4"=1'-0" (1)



PLUMBING ROUGH-IN
SCALE: 1/4"=1'-0" (2)

N

PLUMBING LEGEND

- WH — WATER/ TANKLESS HEATER
- KITCHEN SINK
- INDICATES CENTER OF WET / PLUMBING WALL
- SHOWER / TUB
- WATER CLOSET / TOILET
- WASHER / DRYER.
- BATH LAVATORY
- A/C UNIT — A/C UNIT, TONAGE AS PER HVAC CONTRACTOR. INSTALLED BY HVAC CONTRACTOR / GENERAL CONTRACTOR.
- HB — HOSE BIB, LOCATIONS AS PER PLUMBING ROUGH - IN PLAN. HOSE BIBS MAY BE EXISTING FOR REMODELS

PLUMBING NOTES:

1. A TEN FOOT WATER TEST ON UNDERGROUND AND ABOVE GROUND ROUGH IN PLUMBING. INSTALL SLEEVES IF DRAIN LINES ARE CROSSING INTERIOR AND EXTERIOR BEAMS.
2. A 2" AIR GAP WITH AN INDIRECT WASTE CONNECTION AT THE PRIMARY A/C DRAIN.
3. PRESSURE RELIEF VALVE FOR WATER HEATERS SHALL BE ¾" INCH ALLOWABLE PIPE TO DISCHARGE TO THE OUTSIDE.
4. HOSE CONNECTIONS- SILL COCKS, HOSE BIBS, WALL HYDRANTS, AND OTHER OPENINGS WITH HOSE CONNECTIONS SHALL BE PROTECTED BY AN ATMOSPHERIC TYPE PRESSURE TYPE VACUUM BREAKER OR A PERMANENTLY ATTACHED HOSE CONNECTION VACUUM BREAKER.

NOTE:

1. ALL WET WALLS SIZES ARE TO FACE OF STUD.
2. ALL PLUMBING FIXTURES TO BE CHOSEN AND PROVIDED BY OWNER. INSTALLED BY PLUMBING / GENERAL CONTRACTOR.
3. ANY CHANGE TO THESE PLANS WITHOUT PRIOR NOTICE WILL BE DONE IN A "LIKE" OR "EQUAL" QUALITY AND IN COMPLETE CONFORMANCE TO ALL APPLICABLE CODES.

MODERN FORM DESIGN
CONSTRUCTION-PROPERTIES
1210 JASPER DRIVE
WESLACO, TEXAS 78596
ssaldanamcdf@aol.com

CHAMPION ST. DUPLEX REMODEL

MR. AND MRS LUNA
318 E. CHAMPION
EDINBURG, TEXAS 78504

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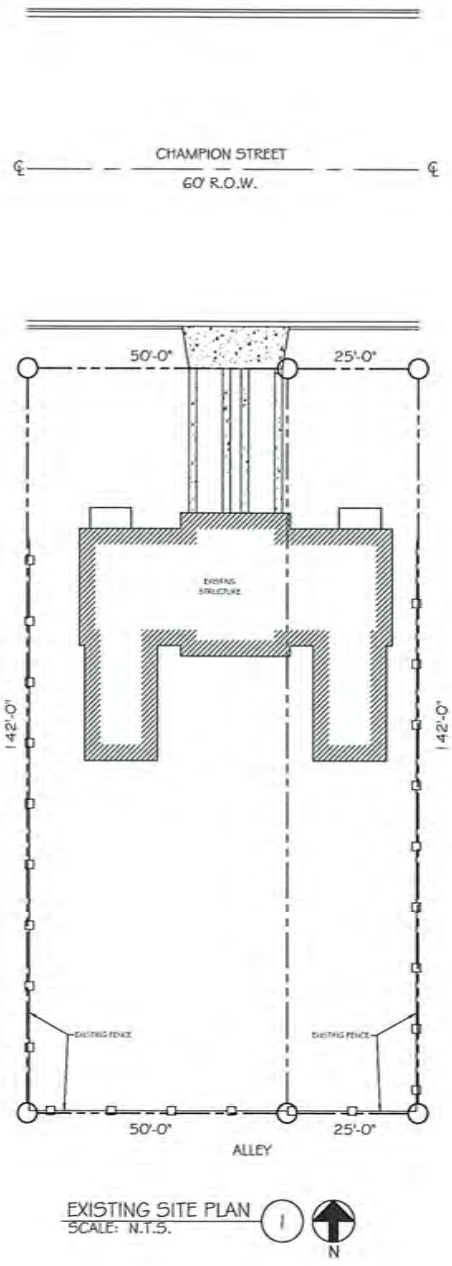
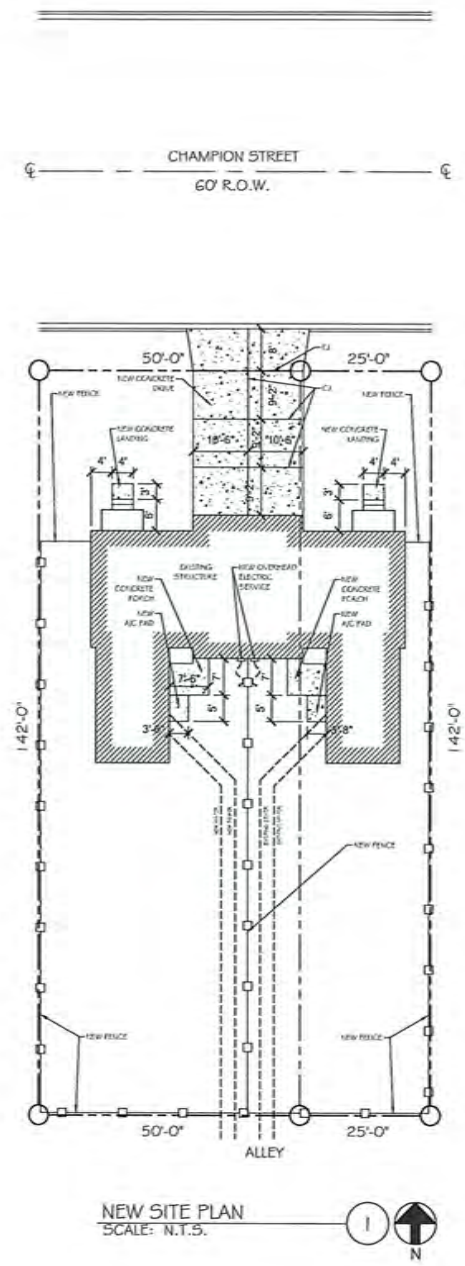
ISSUED FOR:	DATE:
PERMIT REVIEW	10/09/2023
CONSTRUCTION	10/09/2023
REVISED	—
JOB NO.	02-2023

P 1.0

SHEET 7 OF 7



EXISTING SITE PLAN
SCALE: N.T.S.



NEW SITE PLAN
SCALE: N.T.S.

MODERN FORM DESIGN
CONSTRUCTION-PROPERTIES
1210 JASPER DRIVE
WESLACO, TEXAS 78596
ssaldanamcdf@aol.com

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ISSUED FOR:	DATE
PERMIT REVIEW	10/09/2023
CONSTRUCTION	10/09/2023
REVISED	—

JOB No.: 02-2023

AS1.0

SHEET 2 OF 7

RECEIVED
OCT 12 2023
By

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-01666

Date: **October 12, 2023**

1. Property Owner (required): **Melissa Luna / Alvaro Luna** 2. Phone: **(956) 457-4212**
3. Mailing Address: **1485 Hayfork PL**
4. City: **Chula Vista** State: **California** Zip: **91913**
5. Owner's Email: **amkluna@yahoo.com** 6. Cell No. **(361) 779-6941**
7. Agent (not owner): **Samuel Saldana** 8. Agent's Phone: **(956) 496-3813**
9. Agent's Mailing Address: **226 N. Cedro St.**
10. City: **Weslaco** State: **Texas** Zip: **78596**
11. Agent's Email: **ssaldanamcd1@aol.com**
12. Address/Location being Rezoned: **316 E. Champion**
13. Legal Description of Property: **All of Lot 4 and the West one half of Lot 5, Block 366, Original Townsite of Edinburg Texas** 14. Property ID(s):
15. Zone Change: From: **RP - Residential, Primary** To: **RM - Residential, Multifamily**
16. Existing Land Use: **Single Family**
17. Reason for Zone Change: **Structure is to be remodeled and made into a Duplex for multi-family use**

Samuel Saldana
(Please Print Name)

Signature

RECEIVED
OCT 12 2023

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

ZONING CASE
OWNER NOTIFICATION LIST

PID: 165630
SANCHEZ VELIA
405 E CHAMPION ST
EDINBURG, TX 78539-4637

PID: 727576
GONZALEZ ALYSE M
3012 MARIA LUIZA DR
EDINBURG, TX 78539-6630

PID: 165938
TINOCO RAFAEL ETAL
402 E SAMANO ST
EDINBURG, TX 78539-4648

PID: 165946
CANALES MARISSA,
GLORIA GUAJARDO
306 E SAMANO
EDINBURG, TX 78539

PID: 165948
SMITH JUANITA C
18362 TEEGE RD
HARLINGEN, TX 78552-4946

PID: 165781
FIRST BAPTIST CHURCH
C/O MR WAYNE FERRELL TR
201 E SAMANO ST
EDINBURG, TX 78539-4643

PID: 165788
GOMEZ ERNESTO ESTATE OF
C/O ESTER B GOMEZ
412 W ORANGE AVE
EDINBURG, TX 78541-8385

PID: 165801
PEREZ JACOBO & VERONICA V
405 E SAMANO ST
EDINBURG, TX 78539-4647

PID: 165629
SANCHEZ MARGARITA
413 E CHAMPION ST
EDINBURG, TX 78539-4637

PID: 165795
RAMIRO JULIO C
400 E CHAMPION
EDINBURG, TX 78539-4638

PID: 165947
SMITH DAVID
C/O ALDRICH SMITH & BAKER
508 S 12TH AVE
EDINBURG, TX 78539-4602

PID: 165945
BOTELLO JORGE A &
MELISSA GARCIA
3102 HAWTHORNE AVE
EDINBURG, TX 78539

PID: 165939
GUTIERREZ MARIA S
404 E SAMANO ST
EDINBURG, TX 78539-4648

PID: 165789
TIJERINA SANTA
917 E CANO ST
EDINBURG, TX 78539-4763

PID: 165791
PEREZ JAIME & NORMA
323 E SAMANO ST
EDINBURG, TX 78539-4645

PID: 165796
CHAVEZ MIGUEL ANGEL
522 E SAMANO ST
EDINBURG, TX 78539-4650

PID: 165790
MCDOWELL JANICE WEST
320 E CHAMPION ST
EDINBURG, TX 78539-4636

PID: 165792
GARZA ADA P
317 E SAMANO ST
EDINBURG, TX 78539

ZONING CASE
OWNER NOTIFICATION LIST

PID: 165802
TIJERINA SANTA LIMAS
917 E CANO ST
EDINBURG, TX 78539-4763

PID: 165800
MUNOZ EDUARDO & MARIA T
407 E SAMANO ST
EDINBURG, TX 78539-4647

PID: 165793
PEREZ RUTH
309 E SAMANO ST
EDINBURG, TX 78539-4645

PID: 165794
HUTCHINS DEBBY D
301 E SAMANO ST
EDINBURG, TX 78539-4645

PID: 165648
BAILEY GEORGE H M
219 E CHAMPION ST
EDINBURG, TX 78539-4633

PID: 165633
PERALEZ SIMON
310 E FAY ST
EDINBURG, TX 78539-4538

PID: 165632
GONZALEZ LUIS & ELIDA NOEMI
306 E FAY ST
EDINBURG, TX 78539-4538

PID: 165635
RIOS JULIAN - JUAN JOSE
& MA TOMASA RIOS
318 E FAY ST
EDINBURG, TX 78539-4538

PID: 165640
DE LA ROSA FRANCISCO
309 E CHAMPION ST
EDINBURG, TX 78539-4635

PID: 165631
SOLIS JUAN MARIO JR
1006 DIANA DR
EDINBURG, TX 78542

PID: 165787
ANIETO UGOCHUKWU OBIAKORNOBI
& NONYELUM ROSE
1409 W KIWI AVE NO 4
PHARR, TX 78577

PID: 165799
FLORES MARIA GUADALUPE,
ERIC FLORES & SYLVIA BAUTISTA
417 E SAMANO ST
EDINBURG, TX 78539-4647

PID: 165649
GUTIERREZ JOSE H &
ERNESTINA VALDEZ
2304 SW AUGUSTA SQ
MCALLEN, TX 78503-1107

PID: 165636
HERNANDEZ MARIA CONCEPCION
MARICELA HERNANDEZ
602 SHORT LINE ST
EDINBURG, TX 78539-7374

PID: 165637
PUENTE LUZ DIVINA
319 E CHAMPION ST
EDINBURG, TX 78539-4635

PID: 165642
SOLIS JUAN MARIO & AMELIA M
1006 DIANA DR
EDINBURG, TX 78542-5135

PID: 165634
VASQUEZ CIPRIANO
314 E FAY ST
EDINBURG, TX 78539-4538

PID: 165638
PUENTE JULIAN JR & LUZ D
319 E CHAMPION ST
EDINBURG, TX 78539-4635

PID: 165639
GARZA PABLO
313 E CHAMPION ST
EDINBURG, TX 78539-4635

ZONING CASE
OWNER NOTIFICATION LIST

PID: 165622
CAVAZOS BRENT E & IMELDA
402 E FAY
EDINBURG, TX 78539-4540

PID: 165623
GONZALEZ RAUL & ALICIA
404 E FAY ST
EDINBURG, TX 78539-4540

PID: 165641
SOLIS JUAN MARIO
& AMELIA M
1006 DIANA DR
EDINBURG, TX 78542-5135

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL MULTIFAMILY (RM) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 4 AND THE WEST ½ OF LOT NO. 5, BLOCK 336, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 316 EAST CHAMPION STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 4 and the West ½ of Lot No. 5, Block 336, Original Townsite Of Edinburg, Located at 316 East Champion Street, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential Multifamily (RM) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Residential Multifamily (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and to add it to the Residential Multifamily (RM) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.C.
2708 Los Lagos Drive

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial General (CG) District, Being Lot C1, Los Lagos Phase VII – B Subdivision, Located at 2708 Los Lagos Drive, as Requested by Rio Delta Engineering on Behalf of Los Lagos Development LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the south side of Los Lagos Drive, approximately 896 ft. east of South Raul Longoria Road and is currently a vacant lot. The tract has 453.44 ft. of frontage along Los Lagos Drive and a depth of 175 ft. for a tract size of 2.31 acres. The requested zoning designation is the primary commercial district. It accommodates a wide range of commercial uses. The applicant is proposing two commercial plazas.

The property is currently zoned Residential Primary (RP) District. Adjacent zoning is Residential Primary (RP) District to the north, south, east, and west. The property is currently vacant. Adjacent land uses are single family residential and a golf course. The future land use designation is for Auto-Urban Uses at this location.

Staff received a Zone Change Application for the subject property on October 10, 2023. Rezoning is required to accommodate the proposed development.

Staff mailed a notice of the public hearing to 44 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

APPLICANT: Los Lagos Development LLC

AGENT: Rio Delta Engineering

LEGAL: Lot C1, Los Lagos Phase VII – B Subdivision

LOCATION: Located at 2708 Los Lagos Drive

LOT/TRACT SIZE: 2.31 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Residential, Primary (RP) District
East – Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

REZONING REQUEST
LOS LAGOS DEVELOPMENT LLC

EVALUATION

The following is staff's evaluation of the request:

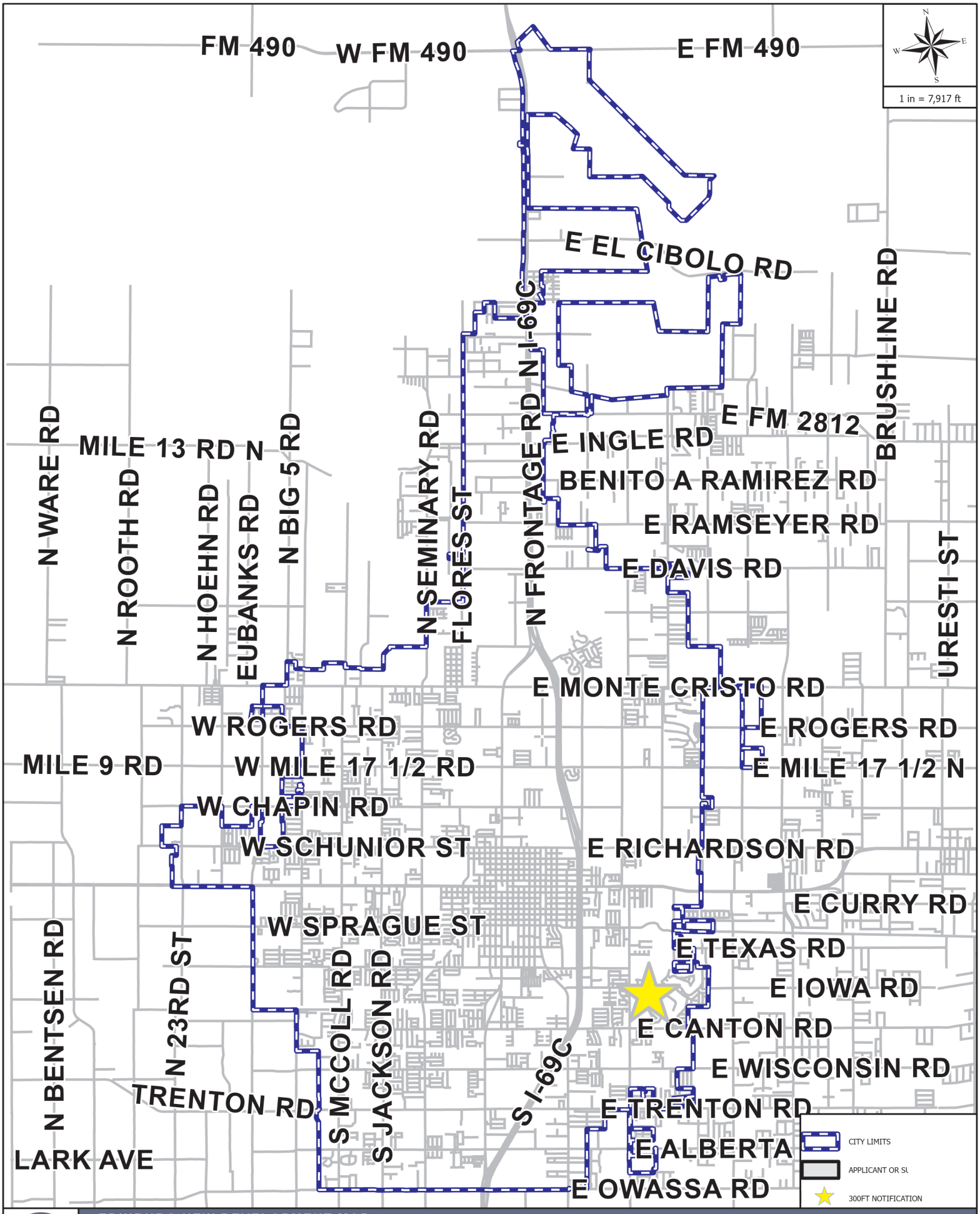
1. The property is a proposed commercial development inside the Los Lagos Subdivisions.
2. A commercial land use (golf course with a clubhouse) exists around and east of this property.
3. The property is about 453.44 feet east of South Raul Longoria Road (arterial street).
4. Single-family uses exist to all sides of this location. These property owners should be considered and protected from potential conflict/nuisance.
5. The proposed zoning is not in keeping with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District based on surrounding land uses and proximity to an arterial street. The requested zoning is consistent with the existing development on the east side of this street. However, there are adjacent single-family uses to all sides that may be adversely impacted by the proposed commercial development.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 44 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

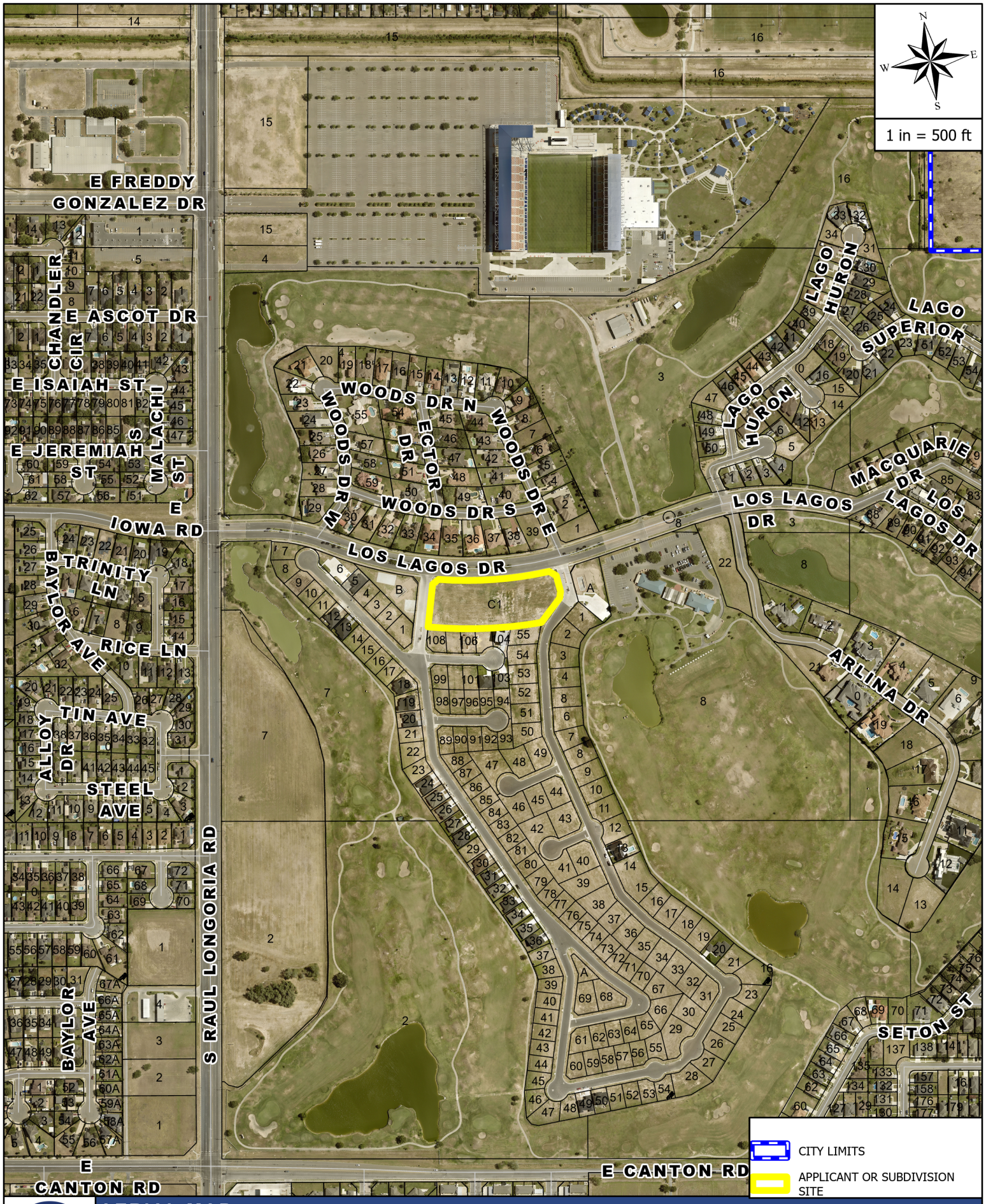
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Photo of Site Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

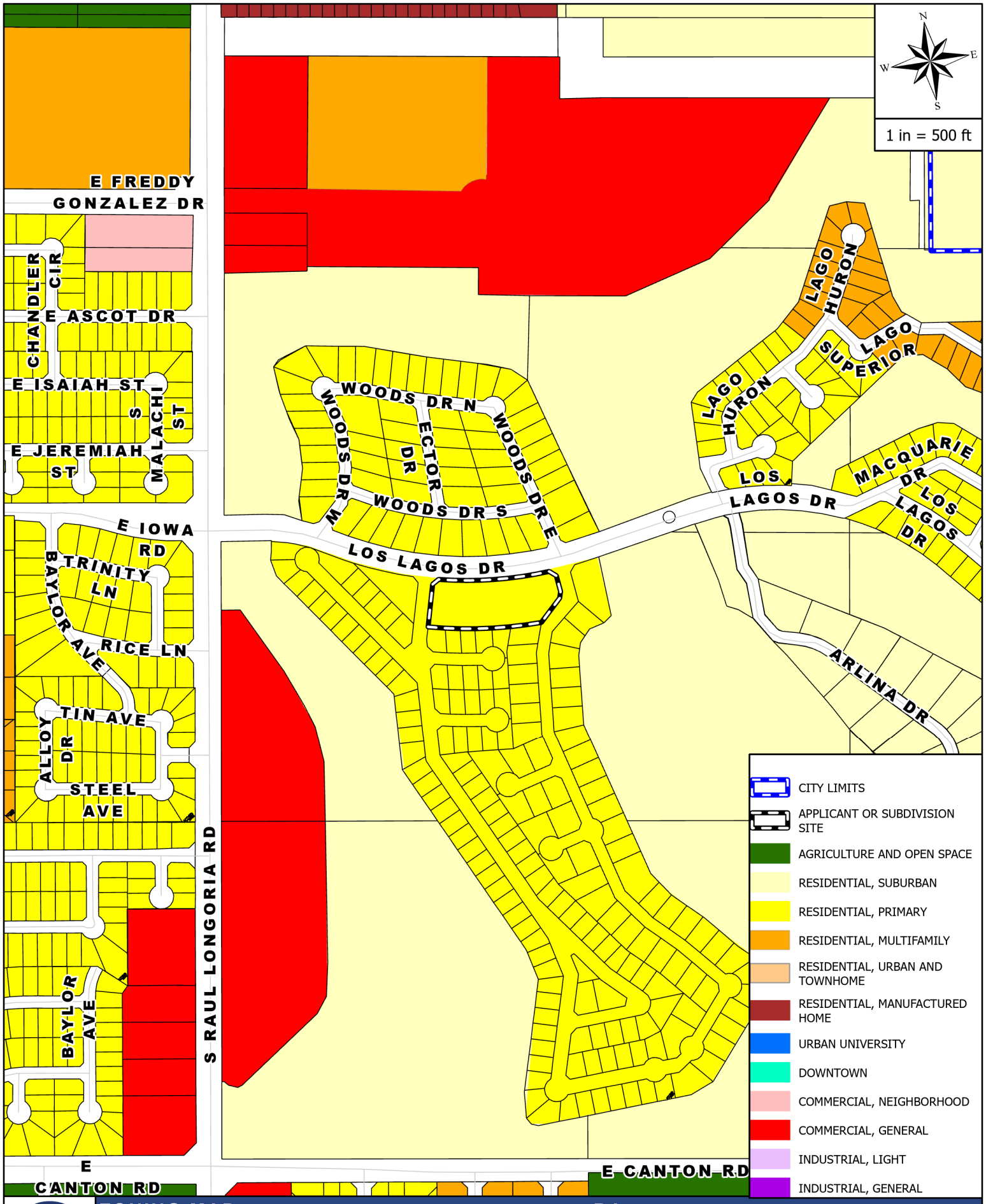
RNZE-2023-0165 LOS LAGOS DEVELOPMENT



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RNZE-2023-0165 LOS LAGOS DEVELOPMENT

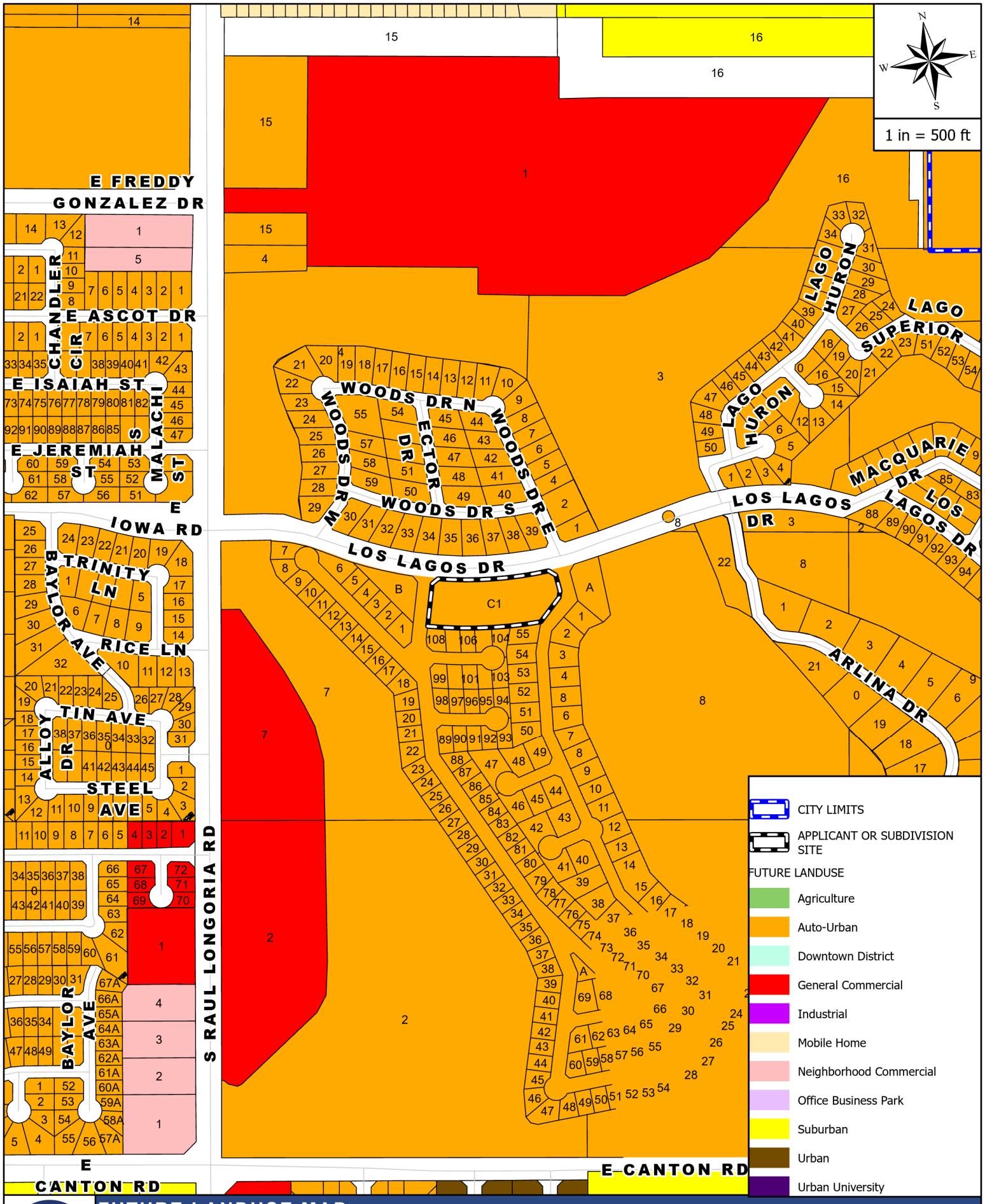


THE CITY OF EDINBURG TEXAS

ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

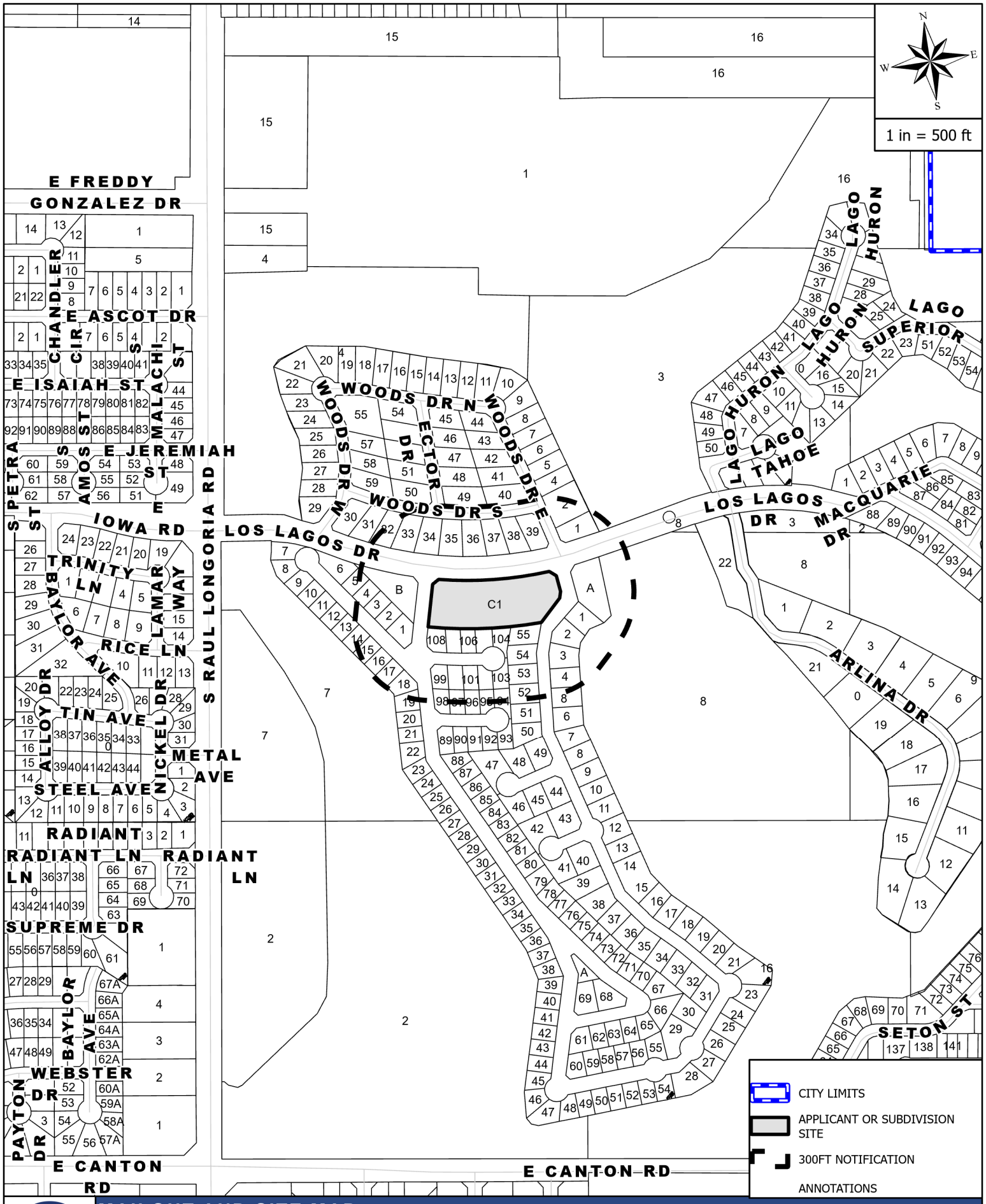
RNZE-2023-0165 LOS LAGOS DEVELOPMENT



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RNZE-2023-0165 LOS LAGOS DEVELOPMENT



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RNZE-2023-0165 LOS LAGOS DEVELOPMENT

Rezoning Request Site Photo

RIO DELTA ON BEHALF OF LOS LAGOS DEVELOPMENT

2708 LOS LAGOS DRIVE

DATE OF PREPARATION APRIL 13 2022

LOS LAGOS PHASE VII SUBDIVISION "B"

BEING A 26 86 ACRES TRACT OF LAND MORE OR LESS COMPRISED OF THE FOLLOWING

1) A 12 81 ACRES TRACT OF LAND MORE OR LESS 7 64 ACRES BEING OUT OF LOT 2 BLOCK 1 JOHN CLOSNER ET AL SUBDIVISION HIDALGO COUNTY TEXAS RECORDED IN VOLUME 0 PAGES 4 THROUGH 5 MAP RECORDS OF HIDALGO COUNTY TEXAS AND 5 17 ACRES BEING OUT OF LOT 16 BLOCK 59 ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY TEXAS RECORDED IN VOLUME 1 PAGES 24 THROUGH 26 MAP RECORDS OF HIDALGO COUNTY TEXAS
2) A 14 05 ACRES TRACT OF LAND MORE OR LESS OUT OF LOTS 7 AND 8 SWEARENGEN TRACT HIDALGO COUNTY TEXAS RECORDED IN VOLUME 2 PAGE 26 MAP RECORDS OF HIDALGO COUNTY TEXAS

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO
I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE LOS LAGOS PHASE VII SUBDIVISION B ADDITION OF THE CITY OF EDINBURG AND COUNTY OF HIDALGO AND WHOSE NAME IS SUBSCRIBED HERETO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS ALLEYS PARKS WATERCOURSES DRAINS EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION, THEREIN EXPRESSED

EDUARDO LOPEZ (PRESIDENT)
LOS LAGOS DEVELOPMENT LLC
E COMA AVENUE SUITE 16
HIDALGO TX 78557

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED EDUARDO LOPEZ (PRESIDENT) LOS LAGOS DEVELOPMENT LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF July 2022

Edwin Pena 7-7-2022
NOTARY PUBLIC COUNTY OF HIDALGO DATE

EDWIN PENA
Notary Public State of Texas
Comm Expires 12 13 2023
Notary ID 132283189

HIDALGO COUNTY DRAINAGE DISTRICT NO 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO 49 211(C) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
RAUL E SESIN P E CFM 07-20-2022
RAUL E SESIN P E CFM DATE
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT NO 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO 2 ON THIS THE 05th DAY OF May 2022

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO 2 RIGHT OF WAY OR EASEMENTS

PRESIDENT
ATTEST
SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO 2 TEXAS

HIDALGO COUNTY IRRIGATION DISTRICT NO 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO 1 ON THIS DAY OF May 25th 2022 SUBJECT TO THE FOLLOWING

1) NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H C I D NO 1 RIGHT-OF-WAY EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION

PRESIDENT
SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO 1 EDINBURG TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
I THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS LOS LAGOS PHASE VII SUBDIVISION B CONFORMS TO ALL REQUIREMENTS TO THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE 21st DAY OF July 2022

CHAIRPERSON PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS LAGOS PHASE VII SUBDIVISION B WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG ON THIS THE 22 DAY OF July 2022

MAYOR CITY OF EDINBURG DATE 7/22/2022
SECRETARY CITY OF EDINBURG Clarice Y Balderas DATE 07/22/2022

CITY OF EDINBURG TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
I THE UNDERSIGNED A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

DATED THIS 13 DAY OF April 2022

IVAN GARCIA P E
REGISTERED PROFESSIONAL ENGINEER
NO 90156 – STATE OF TEXAS

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED
PROFESSIONAL ENGINEER

G E N E R A L P L A T N O T E S

1 FLOOD ZONE STATEMENT
FLOOD ZONE DESIGNATION THE SUBDIVISION IS IN ZONE X (SHADED) AREAS OF 500-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD
COMMUNITY PANEL NO 480338 0035 E REVISED JUNE 6 2000

2 SETBACKS

FRONT	15 00	FEET	OR EASEMENT WHICHEVER IS GREATER
CUL DE SAC	15 00	FEET	OR EASEMENT WHICHEVER IS GREATER
REAR	10 00	FEET	OR EASEMENT WHICHEVER IS GREATER
SIDES	5 00	FEET	OR EASEMENT WHICHEVER IS GREATER
GARAGE	18 00	FEET	
CORNER	10 00	FEET	

3 MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT

4 THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE THIS IS ACCORDANCE WITH CITY OF EDINBURG STANDARDS

5 BENCHMARKS (B M)
SANITARY SEWER MANHOLE LID BEING AT THE ENTRANCE OF THIS SUBDIVISION TOP OF M H ELEV =98 14 (N A V D 88) NORTHING 16626950 8700 EASTING 1102596 6450 (TEXAS STATE PLANE COORDINATES N A D 83)

6 DRAINAGE
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY HIDALGO COUNTY DRAINAGE DISTRICT No 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 130,951 CUBIC-FEET OR 3 006 ACRE-FEET OF STORM WATER RUNOFF

7 ONLY ONE SINGLE FAMILY DWELLING PER LOT

8 NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT EASEMENTS SHALL BE KEPT CLEAR OF FENCES BUILDINGS SHEDS SHRUBS TREES AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE HEIGHT GROUND COVER GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

9 ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP

10 A FIVE (5 00) FOOT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER

11 THIS PROPERTY IS ZONED SUBURBAN RESIDENTIAL

12 ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT UNLESS STATED OTHERWISE

THE COUNTY OF HIDALGO TEXAS
FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO JR HIDALGO COUNTY CLERK
ON 7-26-22 AT 3 08 AM/PM
INSTRUMENT NUMBER 3365992
OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS
BY DEPUTY

PRINCIPAL CONTACTS

	NAME	ADDRESS			PHONE & FAX	
OWNER	EDUARDO LOPEZ (PRESIDENT) LOS LAGOS DEVELOPMENT LLC	302 E COMA AVENUE SUITE 16	HIDALGO TX	78557	(956) 605-9445	
ENGINEER	IVAN GARCIA P E R P L S	921 SOUTH 10th AVE	EDINBURG TX	78539	(956) 380-5152	(956) 380-5083
SURVEYOR	IVAN GARCIA P E R P L S	921 SOUTH 10th AVE	EDINBURG TX	78539	(956) 380-5152	(956) 380-5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No F-7628
SURVEY FIRM No 10194027
921 S 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

ISSUED FOR
FINAL

PROJECT
PLAT NOTES
LOS LAGOS PHASE VII SUBDIVISION-"B"
EDINBURG, TEXAS
HIDALGO COUNTY

ENGINEER	IVAN GARCIA P E R P L S
SURVEYOR	IVAN GARCIA P E R P L S
CHECKED	IVAN GARCIA P E R P L S
DRAWN	O A /H G/E T
SCALE	AS SHOWN
DATE	APRIL 13 2022
PROJECT	SUB 21 030
REVISIONS	
PAGE NO	SHT 1A

DATE OF PREPARATION JUNE 15 2022

LOS LAGOS PHASE VII SUBDIVISION - "B"

BEING A 26 86 ACRES TRACT OF LAND MORE OR LESS COMPRISED OF THE FOLLOWING

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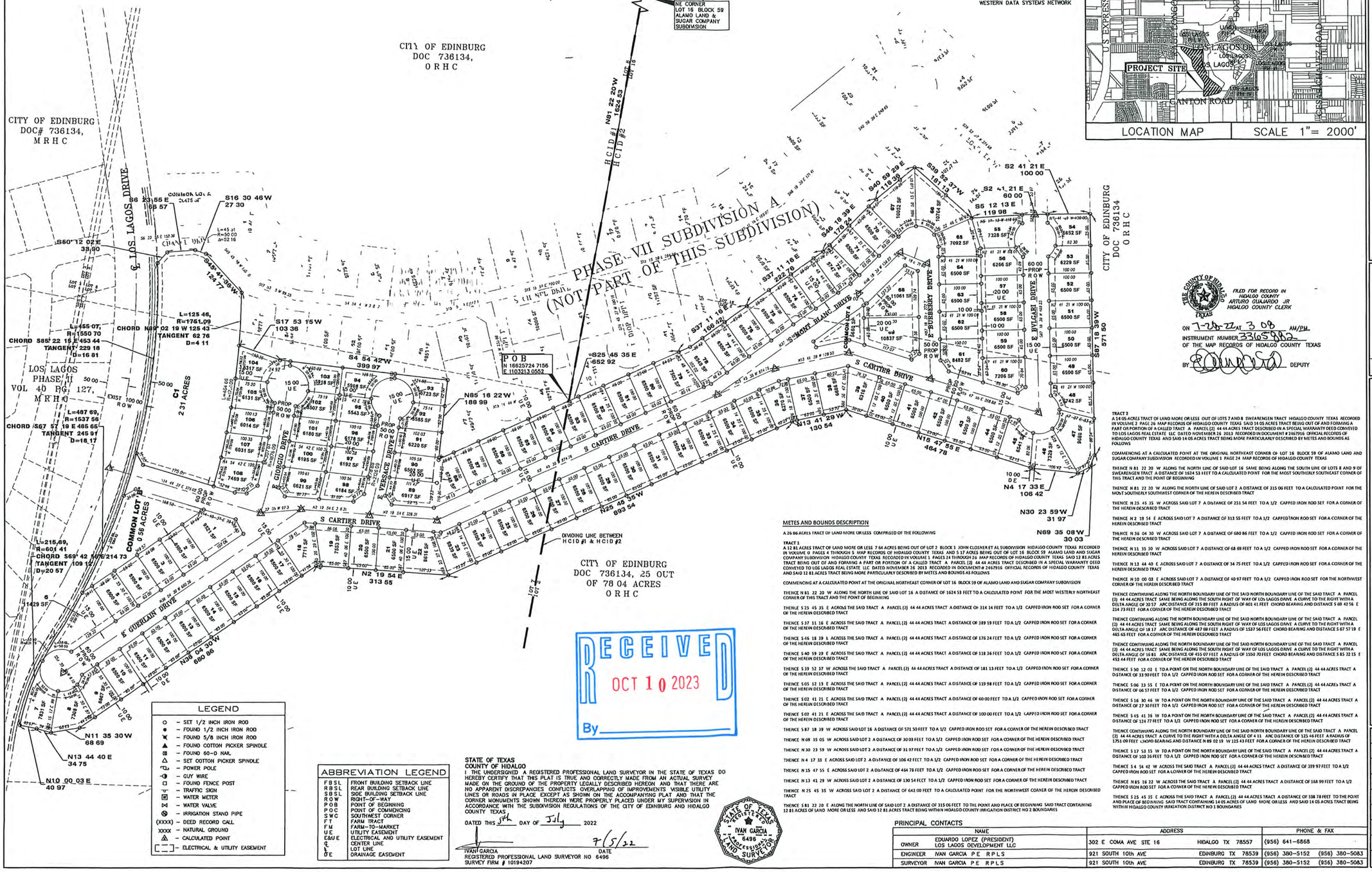
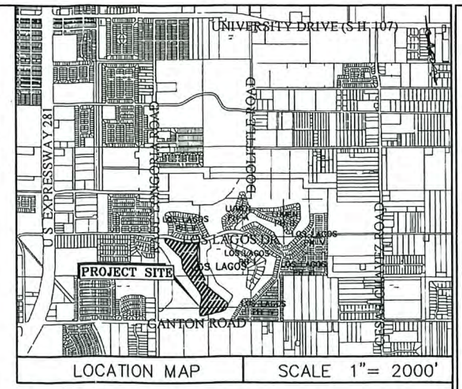
SCALE 1 =100
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK





LEGEND

○	– SET 1/2 INCH IRON ROD
●	– FOUND 1/2 INCH IRON ROD
✕	– FOUND 5/8 INCH IRON ROD
▲	– FOUND COTTON PICKER SPINDLE
⊠	– FOUND 60-D NAIL
△	– SET COTTON PICKER SPINDLE
⊡	– POWER POLE
◑	– GUY WIRE
□	– FOUND FENCE POST
⊸	– TRAFFIC SIGN
Ⓜ	– WATER METER
⋈	– WATER VALVE
Ⓘ	– IRRIGATION STAND PIPE
(XXXX)	– DEED RECORD CALL
XXXX	– NATURAL GROUND
⚠	– CALCULATED POINT
[ ]	– ELECTRICAL & UTILITY EASEMENT

ABBREVIATION LEGEND

FBSL	FRONT BUILDING SETBACK LINE
RBSL	REAR BUILDING SETBACK LINE
SBSL	SIDE BUILDING SETBACK LINE
ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
SWC	SOUTHWEST CORNER
FT	FARM TRACT
FM	FARM-TO-MARKET
UE	UTILITY EASEMENT
E&U E	ELECTRICAL AND UTILITY EASEMENT
℄	CENTER LINE
LOT LINE	
D E	DRAINAGE EASEMENT

RECEIVED
OCT 10 2023
By

STATE OF TEXAS
COUNTY OF HIDALGO

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO APPARENT DISCREPANCIES CONFLICTS OVERLAPPING OF IMPROVEMENTS VISIBLE UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY TEXAS

DATED THIS 5th DAY OF July 2022

7/5/22
DATE

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6496
SURVEY FIRM # 10194207

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

METES AND BOUNDS DESCRIPTION

A 26 86 ACRES TRACT OF LAND MORE OR LESS COMPRISED OF THE FOLLOWING

TRACT 1
A 12 81 ACRES TRACT OF LAND MORE OR LESS 7 64 ACRES BEING OUT OF LOT 2 BLOCK 1 JOHN CLOSNER ET AL SUBDIVISION HIDALGO COUNTY TEXAS RECORDED IN VOLUME 0 PAGES 4 THROUGH 5 MAP RECORDS OF HIDALGO COUNTY TEXAS AND 5 17 ACRES BEING OUT OF LOT 16 BLOCK 59 ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY TEXAS RECORDED IN VOLUME 1 PAGES 24 THROUGH 26 MAP RECORDS OF HIDALGO COUNTY TEXAS SAID 12 81 ACRES TRACT BEING OUT OF AND FORMING A PART OR PORTION OF A CALLED TRACT A PARCEL (2) 44 44 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO LOS LAGOS REAL ESTATE LLC DATED NOVEMBER 26 2013 RECORDED IN DOCUMENT# 2467916 OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS AND SAID 12 81 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING AT A CALCULATED POINT AT THE ORIGINAL NORTHEAST CORNER OF LOT 16 BLOCK 59 OF ALAMO LAND AND SUGAR COMPANY SUBDIVISION

THENCE N 81 22 20 W ALONG THE NORTH LINE OF SAID LOT 16 A DISTANCE OF 1624 53 FEET TO A CALCULATED POINT FOR THE MOST WESTERLY NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING

THENCE S 25 45 35 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 314 14 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 37 11 16 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 389 19 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 48 18 39 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 176 24 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 40 59 29 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 118 38 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 39 52 37 W ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 181 33 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 05 32 13 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 119 98 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 02 41 21 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 60 00 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 02 41 21 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 100 00 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 87 18 39 W ACROSS SAID LOT 16 A DISTANCE OF 571 50 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 69 35 05 W ACROSS SAID LOT 2 A DISTANCE OF 30 03 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 30 23 59 W ACROSS SAID LOT 2 A DISTANCE OF 31 97 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 4 17 33 E ACROSS SAID LOT 2 A DISTANCE OF 106 42 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 15 47 55 E ACROSS SAID LOT 2 A DISTANCE OF 484 78 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 13 41 29 W ACROSS SAID LOT 2 A DISTANCE OF 130 54 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 25 45 35 W ACROSS SAID LOT 2 A DISTANCE OF 642 00 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 81 22 20 E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 315 06 FEET TO THE POINT AND PLACE OF BEGINNING SAID TRACT CONTAINING 12 81 ACRES OF LAND MORE OR LESS AND SAID 12 81 ACRES TRACT BEING WITHIN HIDALGO COUNTY IRRIGATION DISTRICT NO 2 BOUNDARIES

TRACT 2
A 14 05 ACRES TRACT OF LAND MORE OR LESS OUT OF LOTS 7 AND 8 SWEARENGEN TRACT HIDALGO COUNTY TEXAS RECORDED IN VOLUME 2 PAGE 26 MAP RECORDS OF HIDALGO COUNTY TEXAS SAID 14 05 ACRES TRACT BEING OUT OF AND FORMING A PART OR PORTION OF A CALLED TRACT A PARCEL (2) 44 44 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO LOS LAGOS REAL ESTATE LLC DATED NOVEMBER 26 2013 RECORDED IN DOCUMENT # 2467916 OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS AND SAID 14 05 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING AT A CALCULATED POINT AT THE ORIGINAL NORTHEAST CORNER OF LOT 16 BLOCK 59 OF ALAMO LAND AND SUGAR COMPANY SUBDIVISION RECORDED IN VOLUME 1 PAGE 24 MAP RECORDS OF HIDALGO COUNTY TEXAS

THENCE N 81 22 20 W ALONG THE NORTH LINE OF SAID LOT 16 SAME BEING ALONG THE SOUTH LINE OF LOTS 8 AND 9 OF SWEARENGEN TRACT A DISTANCE OF 1624 53 FEET TO A CALCULATED POINT FOR THE MOST SOUTHWESTLY SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING

THENCE N 81 22 20 W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 315 06 FEET TO A CALCULATED POINT FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 25 45 35 W ACROSS SAID LOT 7 A DISTANCE OF 251 54 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 2 19 54 E ACROSS SAID LOT 7 A DISTANCE OF 313 55 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 36 04 30 W ACROSS SAID LOT 7 A DISTANCE OF 680 86 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEARIN DESCRIBED TRACT

THENCE N 11 35 30 W ACROSS SAID LOT 7 A DISTANCE OF 68 69 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 13 44 40 E ACROSS SAID LOT 7 A DISTANCE OF 34 75 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEARIN DESCRIBED TRACT

THENCE N 10 00 03 E ACROSS SAID LOT 7 A DISTANCE OF 40 97 FEET FOR A 1/2" CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF THE SAID NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (3) 44 44 ACRES TRACT SAME BEING ALONG THE SOUTH RIGHT OF WAY OF LOS LAGOS DRIVE A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 20 57 ARC DISTANCE OF 215 89 FEET A RADIUS OF 601 41 FEET CHORD BEARING AND DISTANCE S 69 42 56 E 214 73 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF THE SAID NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT SAME BEING ALONG THE SOUTH RIGHT OF WAY OF LOS LAGOS DRIVE A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 18 17 ARC DISTANCE OF 487 69 FEET A RADIUS OF 1537 56 FEET CHORD BEARING AND DISTANCE S 67 57 19 E 485 65 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF THE SAID NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT SAME BEING ALONG THE SOUTH RIGHT OF WAY OF LOS LAGOS DRIVE A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 16 81 ARC DISTANCE OF 415 07 FEET A RADIUS OF 1550 70 FEET CHORD BEARING AND DISTANCE S 85 22 15 E 453 44 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 60 12 02 E TO A POINT ON THE NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 33 90 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 06 23 55 E TO A POINT ON THE NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 66 57 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 16 30 46 W TO A POINT ON THE NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 27 30 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 45 41 39 W TO A POINT ON THE NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 124 77 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF THE SAID NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 4 11 ARC DISTANCE OF 125 46 FEET A RADIUS OF 1751 09 FEET CHORD BEARING AND DISTANCE N 38 02 19 W 125 43 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 17 53 15 W TO A POINT ON THE NORTH BOUNDARY LINE OF THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 103 36 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 4 54 42 W ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 399 97 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 85 16 22 W ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 188 99 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT

THENCE S 25 45 35 E ACROSS THE SAID TRACT A PARCEL (2) 44 44 ACRES TRACT A DISTANCE OF 338 78 FEET TO THE POINT AND PLACE OF BEGINNING SAID TRACT CONTAINING 14 05 ACRES OF LAND MORE OR LESS AND SAID 14 05 ACRES TRACT BEING WITHIN HIDALGO COUNTY IRRIGATION DISTRICT NO 1 BOUNDARIES

PRINCIPAL CONTACTS

	NAME	ADDRESS	PHONE & FAX
OWNER	EDUARDO LOPEZ (PRESIDENT) LOS LAGOS DEVELOPMENT LLC	302 E COMA AVE STE 16 HIDALGO TX 78557	(956) 641-6868
ENGINEER	IVAN GARCIA P E RPLS	921 SOUTH 10th AVE EDINBURG TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR	IVAN GARCIA P E RPLS	921 SOUTH 10th AVE EDINBURG TX 78539	(956) 380-5152 (956) 380-5083

THE COUNTY OF HIDALGO TEXAS
FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO JR HIDALGO COUNTY CLERK
ON 1-20-22 AT 3 08 AM/PM
INSTRUMENT NUMBER 3365982
OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS
BY DEPUTY

RIO DELTA ENGINEERING
FIRM REGISTRATION No F-7628
SURVEY FIRM No 10194027
921 S 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

ISSUED FOR
FINAL

PROJECT
PLAT SHEET
LOS LAGOS PHASE VII SUBDIVISION – "B"
EDINBURG, TEXAS
HIDALGO COUNTY

ENGINEER	IVAN GARCIA PE RPLS
SURVEYOR	IVAN GARCIA PE RPLS
CHECKED	IVAN GARCIA PE RPLS
DRAWN	OA/HG/ET
SCALE	AS SHOWN
DATE	JUNE 15 2022
PROJECT	SUB 21 030
REVISIONS	
PAGE NO	SHT 1

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

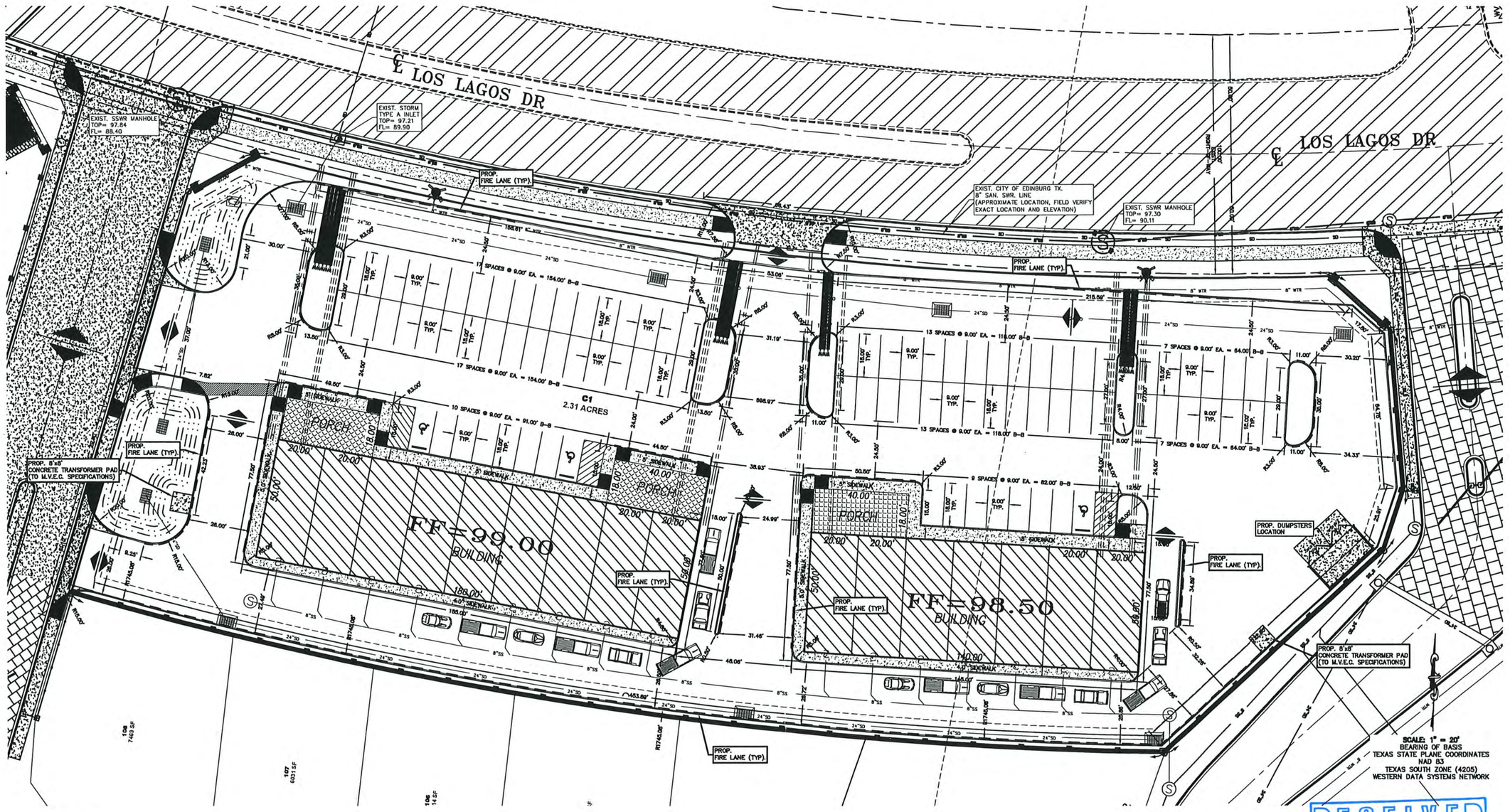
ISSUED FOR:
PERMIT

LOT EXHIBIT
LOT C1 - LOS LAGOS PHASE VII-B
EDINBURG, TEXAS
HIDALGO COUNTY

PROJECT:

ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	PHILLIP EBERLE E.I.T.
SCALE:	1" = 20'
DATE:	OCTOBER 10, 2023
PROJECT:	SUB 21 030
REVISIONS:	
PAGE NO:	SHT 1

Y:\RDE SUBDIVISIONS 2021\SUB 21.030 - LOS LAGOS PHASE VII\COMMON AREAS DESIGN\EMAIL SENT\ADAN COE 10-10-23\SUB 21 030_C-1 EXHIBIT.dwg RIODELTA 10/10/2023 2:25 PM



NOTES:
1) ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB/EDGE OF SIDEWALK/ FACE OF WALL UNLESS STATED OTHERWISE.

2) ALL PARKING LOT STRIPING PAINT SHALL BE WHITE REFLECTIVE THERMO PLASTIC

GENERAL NOTES:

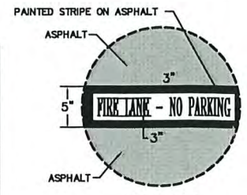
1. ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
3. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
4. ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
5. ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

LEGEND

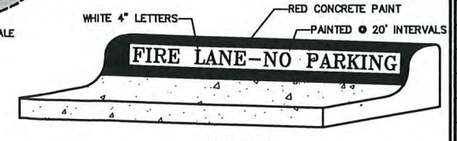
- EXIST. GRATE INLET
- EXIST. CURB INLET
- EXIST. TELEPHONE PEDESTAL
- EXIST. GRATE INLET
- EXIST. LAMP POLE
- EXIST. TRAFFIC POLE
- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. WATER VALVE
- EXIST. UNDERGROUND CABLE
- EXIST. FLUSH VALVE
- EXIST. IRRIGATION VALVE
- EXIST. FIREHYRANT
- EXIST. MAIL BOX
- EXIST. BRICK MAIL BOX
- EXIST. WATER METER
- EXIST. STREET SIGN
- EXIST. SANITARY SEWER MANHOLE
- EXIST. STORM SEWER MANHOLE
- EXIST. FENCE LINE
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- FENCE CORNER FOUND
- 1/2-INCH IRON PIPE FOUND
- RIGHT-OF-WAY POST FOUND
- CALCULATED POINT
- COTTON PICKER SPINDLE SET
- ELECTRICAL BOX
- EXIST. UNDERGROUND GAS LINE
- EXIST. OVERHEAD ELECTRIC LINE

NOTES:

1. ALL DRAINAGE DETENTION AREAS SHALL BE 100% SOD AND AUTOMATICALLY IRRIGATED.
2. ALL LANDSCAPE AREAS SHALL HAVE AUTOMATIC IRRIGATION SYSTEM.
3. ALL GREEN AREAS WITHIN THE R.O.W. SHALL BE IRRIGATED WITH AUTOMATIC DRIP IRRIGATION SYSTEM.
4. ALL TREES AND LANDSCAPE AREAS SHALL MEET CITY OF EDINBURG REQUIREMENTS AND STANDARDS.
5. A COMPLETE LANDSCAPE AND IRRIGATION PLAN WILL BE SUBMITTED AT BUILDING PERMIT STAGE.



NOT TO SCALE



NOT TO SCALE

RECEIVED
OCT 10 2023
By

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

STATE OF TEXAS
IVAN GARCIA
119822
LICENSED PROFESSIONAL ENGINEER

ISSUED FOR: **PERMIT**

DIMENSIONAL LAYOUT
LOT C1 - LOS LAGOS PHASE VII-B
EDINBURG, TEXAS
HIDALGO COUNTY

PROJECT:

ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
DRAWN: O.A./H.G./G.L.
SCALE: 1" = 20'
DATE: OCTOBER 6, 2023
PROJECT: SUB 21 030
REVISIONS:
PAGE NO. **SHT 3**

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Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0165

Date: 10-5-2023

1. Property Owner (required): LOS LAGOS DEVELOPMENT LLC 2. Phone: (956) 641-6868

3. Mailing Address: 302 E. COMA AVENUE SUITE 16

4. City: HIDALGO State: TEXAS Zip: 78557

5. Owner's Email: EDUARDO.LOPEZ@LOSLAGOSRD.COM 6. Cell No. (956) 641-6868

7. Agent (not owner): IVAN GARCIA P.E., R.P.L.S. - RIO DELTA ENGINEERING 8. Agent's Phone: (956) 380-5152

9. Agent's Mailing Address: 921 S. 10TH AVENUE

10. City: EDINBURG State: TEXAS Zip: 78539

11. Agent's Email: RIODELTA2004@YAHOO.COM

12. Address/Location being Rezoned: 2708 CARTIER DRIVE, EDINBURG TX, 78542

13. Legal Description of Property: 14. Property ID(s): 1469389

LOT C1 OF LOS LAGOS PHASE 7-B DOC# 3365882, MAP RECORDS OF HIDALGO COUNTY, TEXAS

15. Zone Change: From: RP-RESIDENTIAL PRIMARY To: CG-COMMERICAL GENERAL

16. Existing Land Use: RP-RESIDENTIAL PRIMARY

17. Reason for Zone Change: LOT WILL BE A COMMERCIAL DEVELOPMENT

Eduardo Lopez S.
(Please Print Name)

Signature

RECEIVED
OCT 10 2023
By

OFFICE USE ONLY

REVIEWED BY Adam Elizondo DATE RECEIVED

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

ZONING CASE
OWNER NOTIFICATION LIST

PID: 626314
CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

PID: 647313
ZAMORANO JENNIFER
1910 ECTOR DR
EDINBURG, TX 78542-9825

PID: 647298
GONZALEZ FILEMON JR & EDNA M
2704 WOODS DR S
EDINBURG, TX 78542-5591

PID: 647304
VERA GILBERTO JR
1911 WOODS DR E
EDINBURG, TX

PID: 647303
MONTEMAYOR JULIO CESAR &
MARIA ESTELLA MONTREAL CO TRUST
1817 WOODS DR E
EDINBURG, TX 78542

PID: 647296
CHAVEZ LUIS JESUS PARAS
2614 WOODS DR S
EDINBURG, TX 78542-4530

PID: 647301
SERRANO MELISSA M
2802 WOODS DRIVE SOUTH
EDINBURG, TX 78542-4531

PID: 647300
KUO HAI SAN & SHU CHUAN TSENG
2712 WOODS DR S
EDINBURG, TX 78542-5591

PID: 647299
BALLIN MICHELLE L
2708 WOOD DR S
EDINBURG, TX 78542

PID: 1469390
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 647302
HANNA KAROZH SADIK
2806 WOODS DR S
EDINBURG, TX 78542

PID: 647265
ARRAMBIDE ROMAN & RUBY ESCOBEDO
1706 W GARRISON DR APT C
PHARR, TX 78577-0308

PID: 647297
CUATE ROSEMARY & JOSE I GUERRERO
2700 WOODS DRIVE S
EDINBURG, TX 78542-5591

PID: 626321
CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

PID: 647266
JONES JIMMY J & ELVIA
1916 WOODS DR E
EDINBURG, TX 78542-5693

PID: 626327
CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

PID: 1469388
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469393
A & J BLESSINGS LLC
5709 N 5TH ST
MCALLEN, TX 78504-2725

PID: 1469394
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469402
HANDI M&R CONSTRUCTION INC
PO BOX 965
PENITAS, TX 78576

ZONING CASE
OWNER NOTIFICATION LIST

PID: 1469391
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469392
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469406
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469407
CASA CORDOVA LLC
412 W WARBLER AVE
MCALLEN, TX 78504-1975

PID: 1469408
CASA CORDOVA LLC
412 W WARBLER AVE
MCALLEN, TX 78504-1975

PID: 1469487
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469486
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469485
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469488
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469497
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469403
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469404
WNNM MF-3 LLC
8129 MARSEILLE DR
CORPUS CHRISTI, TX 78414

PID: 1469405
WNNM MF-3 LLC
8129 MARSEILLE DR
CORPUS CHRISTI, TX 78414

PID: 1469483
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469492
DE LA LLAVE ARMIDA
DEL ROCIO GONZALEZ
418 E 31ST ST APT 84
HASTINGS, NE 68901

PID: 1469491
GARZA CHRISTINA
PO BOX 793
ALAMO, TX 78516

PID: 1469490
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469489
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469484
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

ZONING CASE
OWNER NOTIFICATION LIST

PID: 1469496
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469495
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469494
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469493
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

PID: 1469389
LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT C1, LOS LAGOS PHASE VII – B, SUBDIVISION, LOCATED AT 2708 LOS LAGOS DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot C1, Los Lagos Phase VII – B, Subdivision, Located at 2708 Los Lagos Drive, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, General (CG) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and to add it to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.D.
1218 South Jackson Rd. Unit A

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract Out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1218 South Jackson Road Unit A, as Requested by Sheriff Muse-Ariyoh, on Behalf of Joe Hernandez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South Jackson Road, approximately 950 ft. north of West Freddy Gonzalez Drive. The lot is 264.00 ft. from South Jackson Road and access to the property is through a recorded access easement. The lot measures 132 ft. by 330 ft. for a total lot area of 1.00 gross acre. The requested zoning designation is a higher density single-family residential district. The applicant is proposing a townhome development at this location.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to all directions. The property is currently vacant. Adjacent land uses are all single-family residential. The future land use designation is for Auto Urban Residential uses at this location. The applicant has additional adjacent land in contract and would like a townhome single-family development at this location.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, November 3, 2023, and had received 3 comments in favor via phone call and 4 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses and residential densities in this area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other city requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District

APPLICANT: Joe Hernandez

AGENT: Sheriff Muse-Ariyoh

LEGAL: A 1.00 acre tract out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 1218 South Jackson Road, Unit A

LOT/TRACT SIZE: 1.00 acre

CURRENT USE: Vacant

PROPOSED USE: Single-family Townhomes

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP)
South – Residential, Primary (RP)
East – Residential, Primary (RP)
West – Residential, Primary (RP)

LAND USE PLAN: Auto-Urban Residential Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District.

REZONING REQUEST

JOE HERNANDEZ

EVALUATION

The following is staff's evaluation of the request:

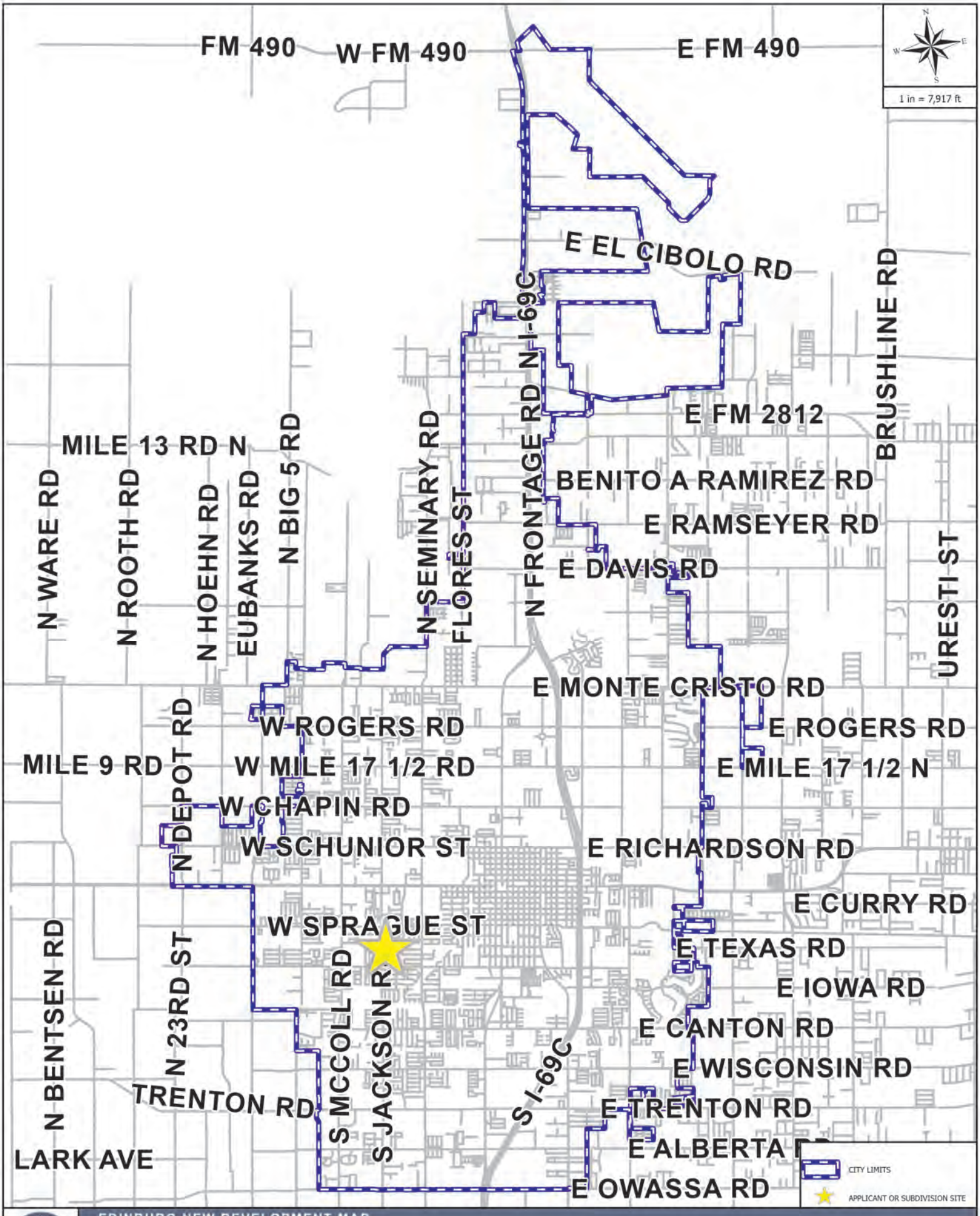
1. All adjacent land uses are single-family residential with what appears to be vacant land to the east.
2. The proposed higher density single-family development is out of character with the surrounding single-family land uses.
3. The proposed residential densities are much higher than existing residential uses in this area.
4. The existing zoning is incongruous with the surrounding zoning. This may allow development that is also out of character with surrounding land uses regardless of rezoning.
5. South Jackson Road is classified as a high-speed principal arterial street, better suited for commercial and multifamily uses for direct access.
6. The requested zoning is not in keeping with the Future Land Use Plan.
7. There is a need for additional housing in the community.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses, and residential densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, November 3, 2023, and had received 3 comments in favor via phone call and 4 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

ATTACHMENTS: Aerial Photo

Site Map
Zoning Map
Future Land Use Map
Photo of Site



EDINBURG NEW DEVELOPMENT MAP

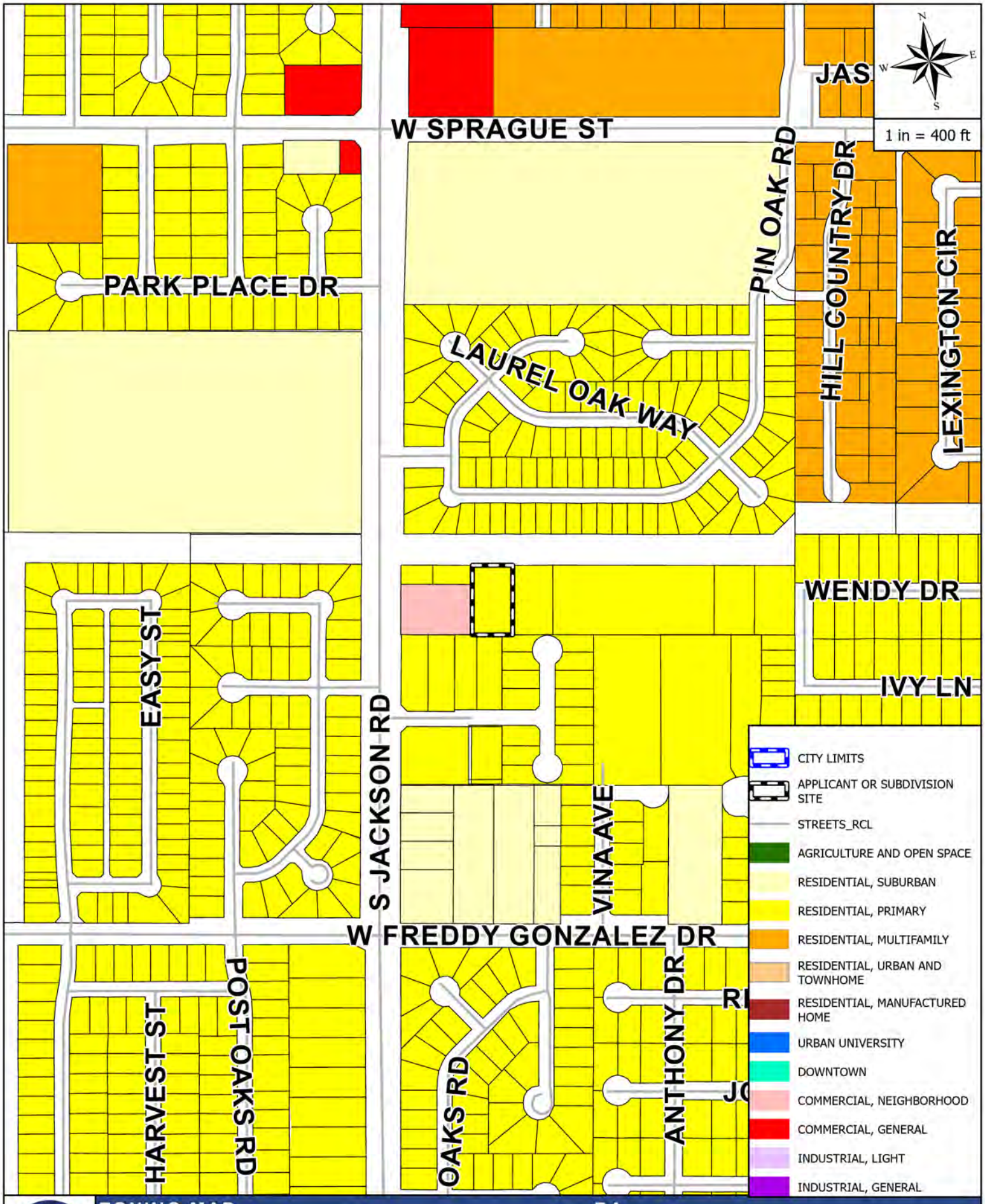
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0164 JOE HERNANDEZ

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

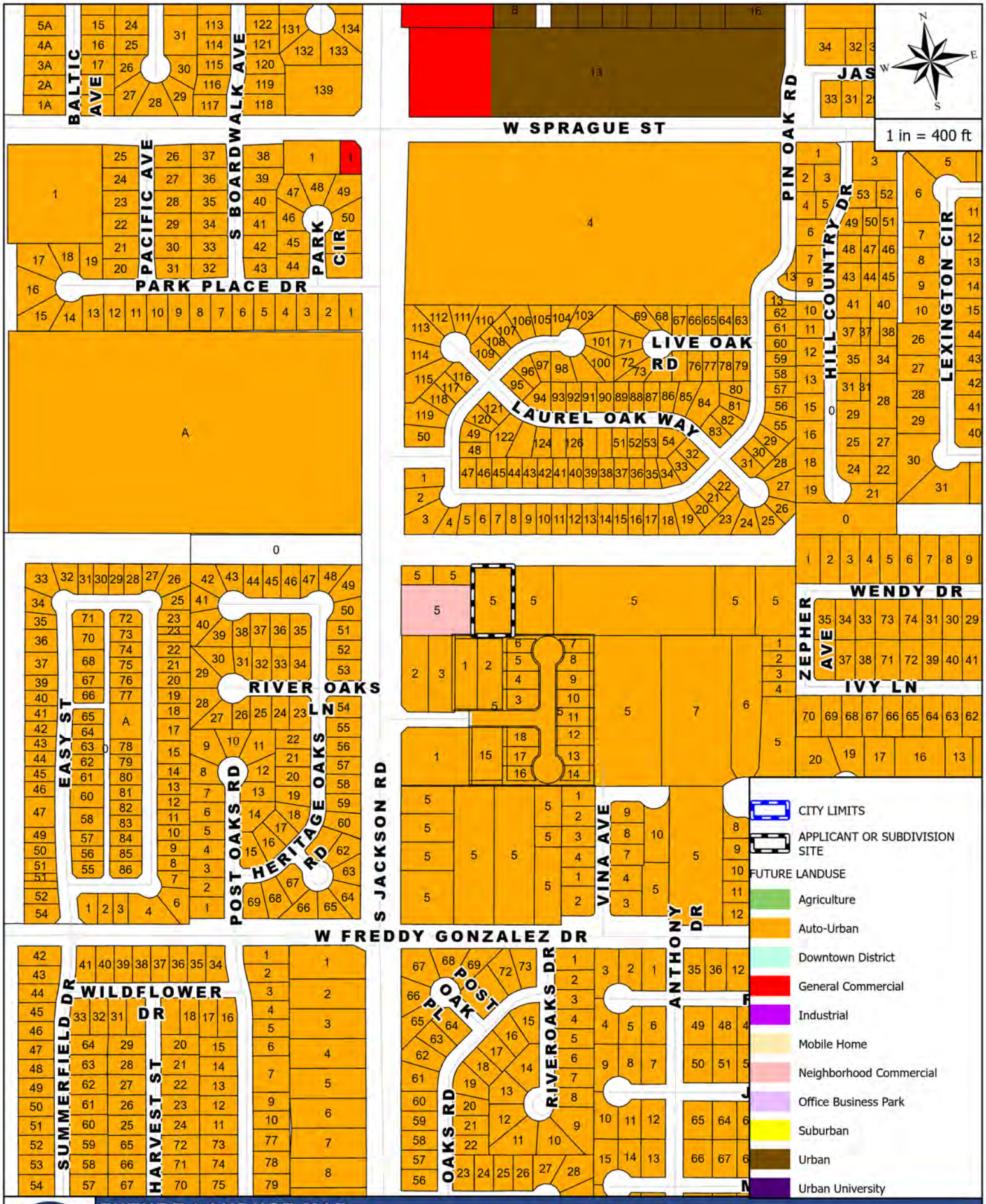
RZNE-2023-0164 JOE HERNANDEZ



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0164 JOE HERNANDEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0164 JOE HERNANDEZ

MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0164 JOE HERNANDEZ

Rezoning Request Site Photo

JOE HERNANDEZ

1218 SOUTH JACKSON ROAD UNIT A

1" = 60'
10/23/23

BLOCK 1, LOT A
JACKSON ROAD SCHOOL
VOL. 24, PG. 102A, H. C. M. R.

20.0' UTILITY EASEMENT (VOL. 24, PG. 102A, H.C.M.R.)

100.0'
60.0' 40.0' 40.0'
140.0' EXIST. R.O.W.

EAST LINE OF JACKSON ROAD SCHOOL
WEST LINE OF HERITAGE OAKS SUBD. PHASE I

EAST R.O.W. LINE

LIVE OAK ROAD (50.00' R.O.W.)

PIN OAK ROAD (50.00' R.O.W.)

LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

10.0' DRAINAGE EASEMENT (VOL. 24, PG. 139A, H.C.M.R.)

10.0' UTILITY EASEMENT (VOL. 24, PG. 139A, H.C.M.R.)

HERITAGE OAKS SUBDIVISION
PHASE I
VOL. 24, PG. 139A, H. C. M. R.

SOUTH LINE OF JACKSON ROAD SCHOOL
NORTH LINE OF POST OAKS SUBDIVISION

NORTH LINE OF LOT 5, SECTION 274

S80°53'00"E 264.00'

SOUTH LINE OF HERITAGE OAKS SUBD. PHASE I
NORTH LINE OF LOT 5, SECTION 274

EXIST. 100.0' RIGHT-OF-WAY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (VOL. 24, PG. 90A, H.C.M.R.)

WEST R.O.W. LINE

JACKSON ROAD (120.00' R.O.W.)

EAST LINE OF POST OAKS SUBDIVISION
WEST LINE OF LOT 5, SECTION 274

EAST R.O.W. LINE

P.O.C.
N.W.C.
LOT 5,
SEC. 274
N: x
E: x

ADJOINER:
OWNER: GILBERTO LUNA
PROPERTY I.D. NO.: 297191
TEX-MEX SURVEY
W264'-N165'
EXC. S65'-W135' LOT 5, SEC. 274
0.80AC. GR., 0.73AC. NET
TAX/RESALE DEED
DOCUMENT NO. 3030596, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

165.00'

330.00'

EXIST. 100.0' RIGHT-OF-WAY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

S80°53'00"E 264.00'

37.88' 36.13' 34.61' 33.26' 32.06' 30.98' 30.00' 29.08'

N08°59'00"E 65.00'

28 68.30' 27 71.45' 26 74.46' 25 77.36' 24 80.15' 23 82.85' 22 85.46' 21 87.99'

S08°59'00"W

38.03' 36.27' 34.75' 33.39' 32.19' 31.10' 30.12' 29.20'

ADJOINER:
OWNER: LOURDES DEL CONSUELO GARCIA & LUIS E. SUNER RIVAS
PROPERTY I.D. NO.: 297194
TEX-MEX SURVEY
S65'-N165'-W135' LOT 5, SEC. 274
0.20AC.
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT NO. 2076179, H.C.D.R.

P.O.B.
N: x
E: x

S80°53'00"E 264.00'

ADJOINER:
OWNER: GILBERTO LUNA
PROPERTY I.D. NO.: 297191
TEX-MEX SURVEY
W264'-N165'
EXC. S65'-W135' LOT 5, SEC. 274
0.80AC. GR., 0.73AC. NET
TAX/RESALE DEED
DOCUMENT NO. 3030596, H.C.D.R.

ADJOINER:
OWNER: OLGA PERALEZ TORRES
PROPERTY I.D. NO.: 297184
TEX-MEX SURVEY
E528'-W1056-N330' LOT 5, SEC. 274
4AC. GR., 3.76AC. NET
DEED WITHOUT WARRANTY
DOCUMENT NO. 3359874, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

LOT 48 LOT 49 LOT 50 LOT 51 LOT 52 LOT 53

10.0' UTILITY EASEMENT (VOL. 24, PG. 90A, H.C.M.R.)

POST OAKS SUBDIVISION
VOL. 24, PG. 90A, H. C. M. R.

10.0' UTILITY EASEMENT (VOL. 24, PG. 90A, H.C.M.R.)

WEST R.O.W. LINE

S08°59'00"W 165.00'

S80°53'00"E

STREET NAME (50.00' R.O.W.)

50.0' R.O.W. 25.0' 25.0'

242.80'

S75°54'23"E 266.20'

50.0' R.O.W. 25.0' 25.0'

50.20'

100.0'
60.0' 40.0'
120.0' EXIST. R.O.W.

20.0'

28.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 13.71' 11.33' 25.10' 25.10' 25.10' 25.10' 25.10' 25.10' 25.43' 26.02' 26.65' 27.32'

N08°59'00"E 115.00'

1 115.00' 2 115.00' 3 115.00' 4 115.00' 5 115.00' 6 115.00' 7 115.00' 8 115.00' 9 115.00' 10 115.00' 11 114.02' 12 111.84' 13 109.66' 14 107.48' 15 105.31' 16 103.13' 17 100.95' 18 98.75' 19 96.49' 20 94.18'

N08°59'00"E 91.81'

S08°59'00"W

EXIST. 30.0' ACCESS EASEMENT

28.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.33' 25.92' 26.54' 27.21'

N80°53'00"W 528.00'

LOT TABLE		
LOT NO.	SQ.FT.	ACRES
1	3,219.98	0.07
2-9	2,874.99	0.07
10	2,869.44	0.07
11	2,823.19	0.06
12	2,768.75	0.06
13	2,714.31	0.06
14	2,659.87	0.06
15	2,605.44	0.06
16	2,551.00	0.06
17	2,529.15	0.06
18	2,530.21	0.06
19	2,530.10	0.06
20	2,530.28	0.06
21	2,522.03	0.06
22	2,524.64	0.06
23	2,524.84	0.06
24	2,524.84	0.06
25	2,524.73	0.06
26	2,524.91	0.06
27	2,524.49	0.06
28	2,524.68	0.06

10.0' UTILITY EASEMENT (VOL. 24, PG. 90A, H.C.M.R.)

EAST LINE OF POST OAKS SUBDIVISION
WEST LINE OF MONTE VERANDA SUBD. PHASE I

EAST R.O.W. LINE

10.0' UTILITY EASEMENT (VOL. 42, PG. 196, H.C.M.R.)

NORTH LINE OF MONTE VERANDA SUBD. PHASE I

EAST LINE OF MONTE VERANDA SUBD. PHASE I

LOT 2 LOT 3

MONTE VERANDA
SUBDIVISION
PHASE I
VOL. 42, PG. 196,
H. C. M. R.

ADJOINER:
OWNER: PRB PROPERTIES LP
PROPERTY I.D. NO.: 297172
TEX-MEX SURVEY
E2.45AC. BNG. AN IRR. TR.
S495'-N836'-W440' LOT 5, SEC. 274
2.45AC. NET
WARRANTY DEED
DOCUMENT NO. 2086717, H.C.D.R.

ADJOINER:
OWNER: RAMIRO GARCIA
PROPERTY I.D. NO.: 535351
TEX-MEX SURVEY
S495'-N825'-E220'-W660' LOT 5, SEC. 274
2.50AC. NET
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT NO. 2051085, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **10/9/2023**

1. Property Owner (required): **Joe Hernandez** 2. Phone: _____

3. Mailing Address: **PO Box 2841**

4. City: **San Juan** State: **TX** Zip: **78599**

5. Owner's Email: _____ 6. Cell No. _____

7. Agent (not owner): **Sheriff Muse-A & Salinas Engin** 8. Agent's Phone: **2405054679**

9. Agent's Mailing Address: **1242 Morton Trce SE Unit 108**

10. City: **Atlanta** State: **Georgia** Zip: **30316**

11. Agent's Email: **smusearyoh@gmail.com**

12. Address/Location being Rezoned: **00 S Jackson Rd, Edinburg, TX 78539**

13. Legal Description of Property: 14. Property ID(s): **297188**

TEX-MEX SURVEY E 132'-W 396'-N 330' LT 5 BK 2741 AC GROSS 0.94 AC NET

15. Zone Change: From: **CG - Commercial, General** To: Residential Urban (RU)

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **Requesting a zone change to construct townhowmes**

Sheriff Muse-Ariyoh _____
(Please Print Name) Signature

Application Fee $400
RECEIPT NUMBER: _____ REVIEWED BY: _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: _____

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: _____

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

CASE#

Zone Change Application Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	10/9/23	SM
2.	Application Fee $400 **(FEE IS NON-REFUNDABLE)**	10/9/23	SM
3.	Survey*	10/9/23	SM
4.	Metes & Bounds Description*		
5.	Warranty Deed	10/9/23	SM
6.	Preliminary Site Plan/Sketch	10/9/23	SM
7.	Authorization Letter from Owner (If not owner)	10/9/23	SM
8.	Special Use Permit (if applicable)		

***NOTE: IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.**

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

OFFICE USE ONLY

Staff Recommendation	☐ Approval	☐ Denial
Planning & Zoning	☐ Approved	☐ Denied
City Council	☐ Approved	☐ Denied

Case #
Comments:

ZONING CASE
OWNER NOTIFICATION LIST

PID: 297172
PRB PROPERTIES LP
PO BOX 1710
EDINBURG, TX 78540-1710

PID: 668422
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 668423
ESCOBAR EMILIO JR
& YADIRA A
513 NOGALES ST
MISSION, TX 78572-7873

PID: 188421
HINOJOSA ARMANDO
2016 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188420
CLIFTON TINA
2020 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188419
PENA PATRICIA MINERVA
2024 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 535351
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 188415
GARZA ELEX ANDRES
2110 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297184
TORRES OLGA PERALEZ
2302 YELLOW ROSE DR
EDINBURG, TX 78539-6432

PID: 297191
LUNA GILBERTO
1403 MOONLIGHT AVE
ALAMO, TX 78516-6884

PID: 297194
GARCIA LOURDES DEL CONSUELO
& LUIS E SUNER RIVAS
1204 S JACKSON RD
EDINBURG, TX 78539-7338

PID: 297189
HERNANDEZ TERESA P
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 188414
ESPERICUETA FERNANDO
& CARMEN
2114 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188412
LOPEZ RITO & MARIA A
2122 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188416
ANAYA MICHAEL J
2106 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188423
FLORES CRISTINA I
2008 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188418
DE LOS SANTOS ROLANDO
& MARIBEL P
2102 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297188
HERNANDEZ JOE J
PO BOX 2841
SAN JUAN, TX 78589-7841

ZONING CASE
OWNER NOTIFICATION LIST

PID: 188413
PALACIOS CHRISTIAN J
& ARACELY
2118 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188411
CANTU MARLO A
& ESMERALDA
2126 PIN OAKS RD
EDINBURG, TX 78539-7335

PID: 188424
PLAAG MICHAEL
2004 PINE OAK RD
EDINBURG, TX 78539-7333

PID: 188453
GOMEZ-MORA OMAR S
& DONAJI GOMEZ
2025 PIN OAK RD
EDINBURG, TX 78539-7334

PID: 188452
MORALES MICHAEL
2021 PIN OAK RD
EDINBURG, TX 78539-7334

PID: 188451
GARCIA IGNACIO JR
2017 PIN OAK
EDINBURG, TX 78539-7334

PID: 188457
GONZALEZ LEE
2113 PIN OAK RD
EDINBURG, TX 78539-7336

PID: 188455
LOPEZ RAFAEL II
2105 PIN OAK RD
EDINBURG, TX 78539-7336

PID: 297186
LONGORIA MARIA GUADALUPE
1614 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 570066
PERALEZ OMAR
2302 YELLOWROSE DR
EDINBURG, TX 78539-6432

PID: 188422
GONZALEZ RICARDO
1401 NORTHGATE LN
MCALLEN, TX 78504-9558

PID: 188417
GONZALEZ - SALINAS
ALONDRA
2104 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188456
TREEPROPS LLC
1229 E GRIFFIN PARKWAY
MISSION, TX 78572-2417

PID: 188454
TAMEZ JUAN & MARINA
AGUILAR
2315 MAYA
LAREDO, TX 78041

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, November 14, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING 1 ACRE OUT OF THE NORTH 10.0 ACRES OF LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1218 S JACKSON ROAD UNIT A, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF OF JOE HERNANDEZ .

This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☒ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

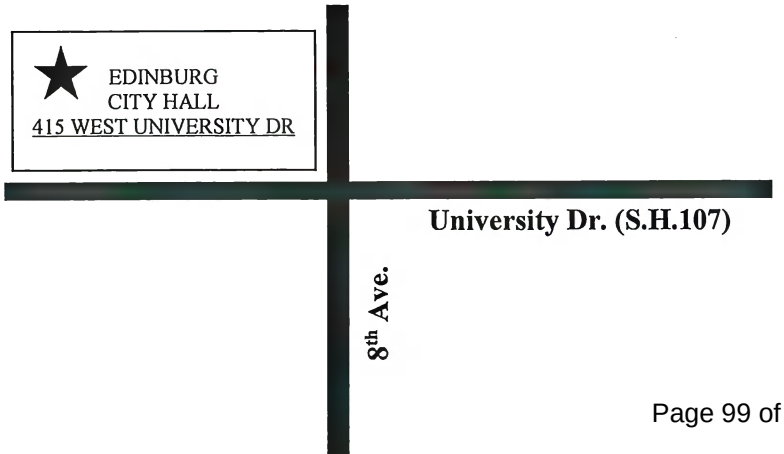
Print Name: Carmen Espericueta Phone No. (956) 821-2163

Address: 2414 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



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☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: This will not stay condos, it will become low rent housing !!! No !!!

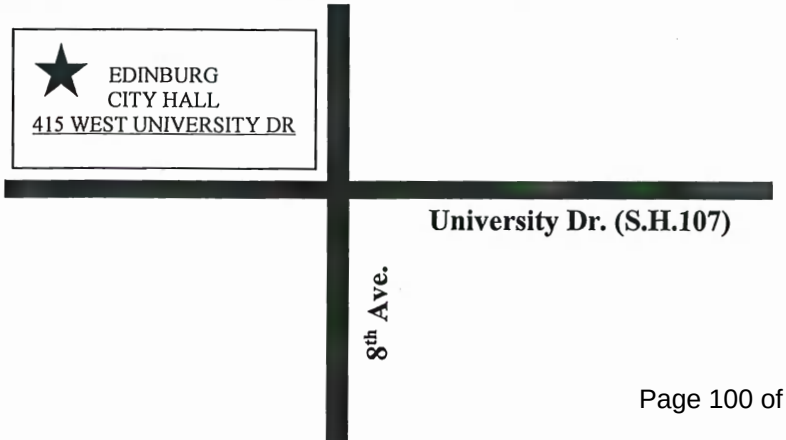
Print Name: Tina Clifton Phone No. (956) 342-7486

Address: 2020 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



e Gonzalez

THE CITY OF Edinburg

NOTIFICATION

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EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: NO rezoning please it will cause problems in our neighborhood.

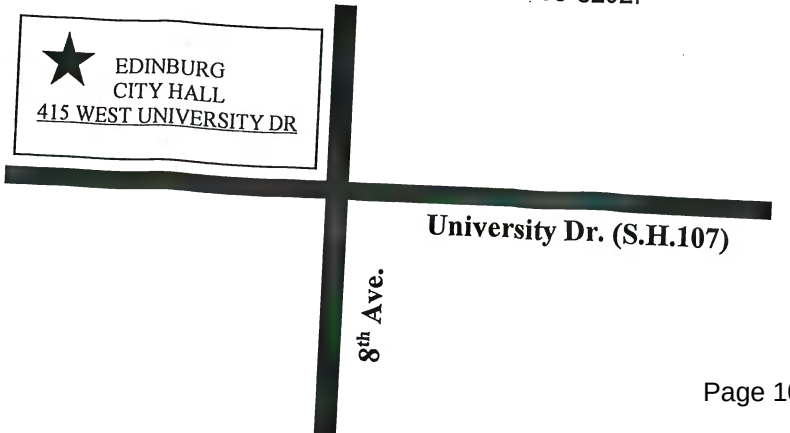
Print Name: Lee Gonzalez Phone No. 956-256-6992

Address: 2113 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



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Dear Property Owner:

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CONSIDER THE REZONING REQUEST FROM RESIDENTIAL PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING 1 ACRE OUT OF THE NORTH 10.0 ACRES OF LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1218 S JACKSON ROAD UNIT A, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF OF JOE HERNANDEZ .

This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☐ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

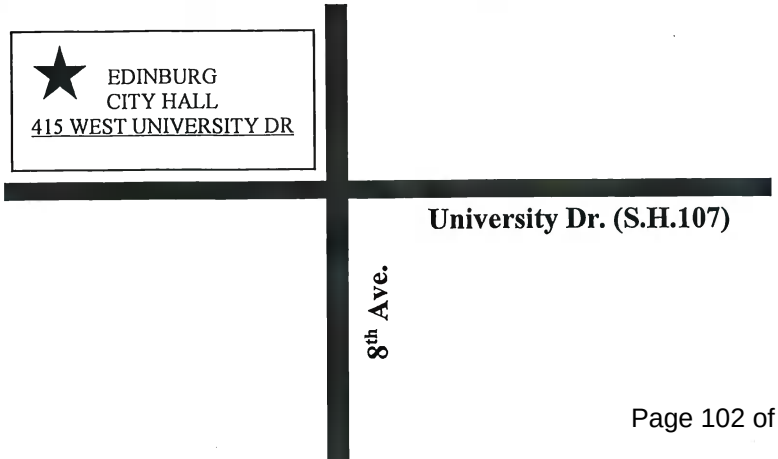
Print Name: Maria Angelica Lopez Phone No. (956) 313-6553

Address: 2122 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 1 ACRE OUT OF THE NORTH 10.0 ACRES OF LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1218 S JACKSON ROAD UNIT A, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 1 Acre out of the North 10.0 acres of Lot 5, Section 274, Texas Mexican Railway Company Survey, Located at 1218 S Jackson Road Unit A, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and to add it to the Residential, Urban & Townhome (RU) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.E.
1218 South Jackson Road Unit B

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract Out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1218 South Jackson Road Unit B, as Requested by Sheriff Muse-Ariyoh, on Behalf of Teresa P. Hernandez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South Jackson Road, approximately 950 ft. north of West Freddy Gonzalez Drive. The lot is 396.00 ft. from South Jackson Road and access to the property is through a recorded access easement. The lot measures 132 ft. by 330 ft. for a total lot area of 1.00 gross acre. The requested zoning designation is a higher density single-family residential district. The applicant is proposing a townhome development at this location.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to all directions. The property is currently vacant. Adjacent land uses are all single-family residential. The future land use designation is for Auto Urban Residential uses at this location. The applicant has additional adjacent land in contract and would like a townhome single-family development at this location.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, November 3, 2023, and had received 3 comments in favor via phone call and 2 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses, and residential densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District

APPLICANT: Teresa Hernandez

AGENT: Sheriff Muse-Ariyoh

LEGAL: A 1.00 acre tract out of the North 10 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 1218 South Jackson Road Unit B

LOT/TRACT SIZE: 1.00 acre

CURRENT USE: Vacant

PROPOSED USE: Single-family Townhomes

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP)
South – Residential, Primary (RP)
East – Residential, Primary (RP)
West – Residential, Primary (RP)

LAND USE PLAN: Auto-Urban Residential Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Primary (RP) District to Residential, Urban & Townhome (RU) Residential, District

REZONING REQUEST
TERESA HERNANDEZ

EVALUATION

The following is staff's evaluation of the request:

1. All adjacent land uses are single-family residential with what appears to be vacant land to the east.
2. The proposed higher density single-family development is out of character with the surrounding single-family land uses.
3. The proposed residential densities are much higher than existing residential uses in this area.
4. The existing zoning is incongruous with the surrounding zoning. This may allow development that is also out of character with surrounding land uses regardless of rezoning.
5. South Jackson Road is classified as a high-speed principal arterial street, better suited for commercial and multifamily uses for direct access.
6. The requested zoning is not in keeping with the Future Land Use Plan.
7. There is a need for additional housing in the community.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses, and residential densities.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

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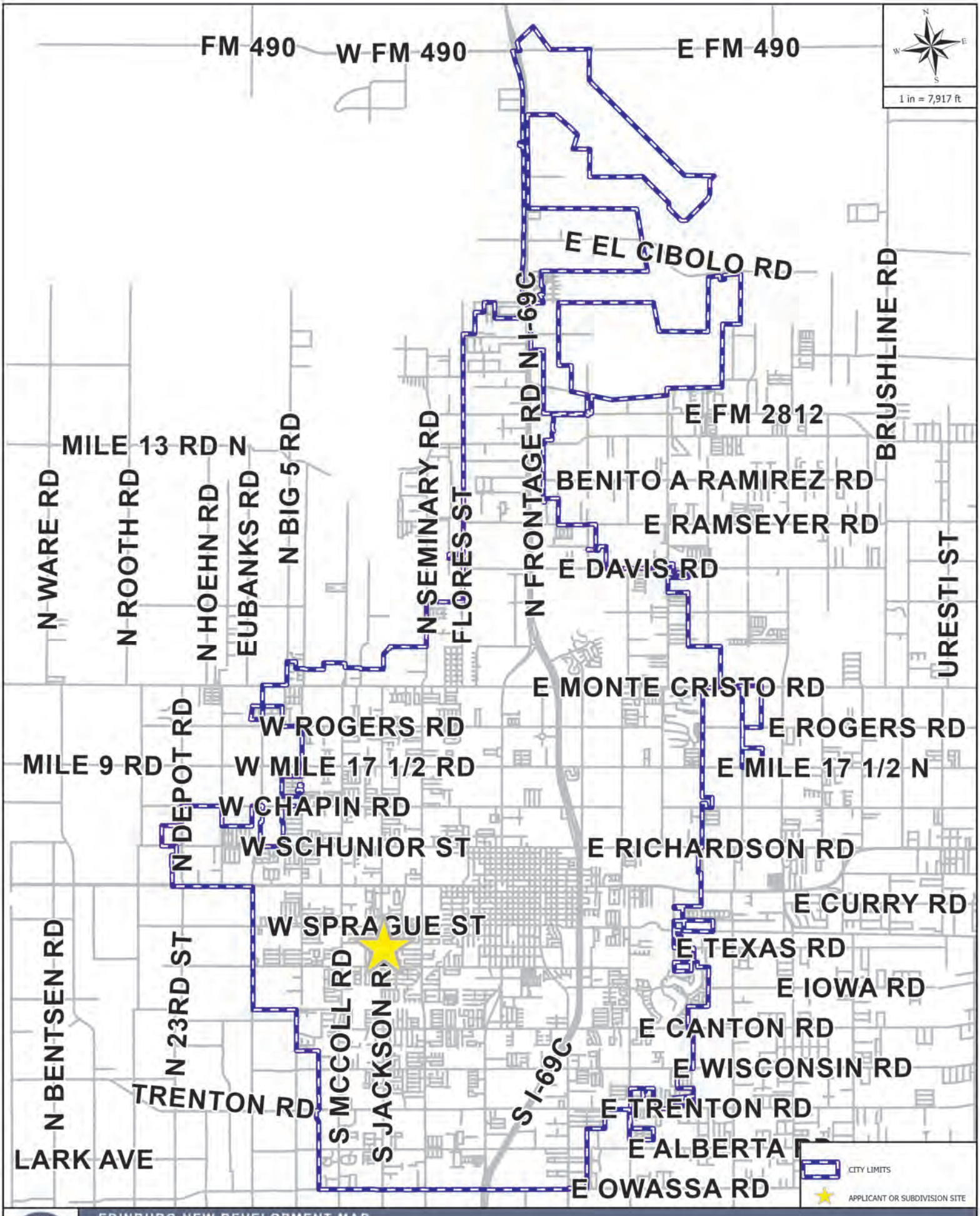
ATTACHMENTS: Aerial Photo

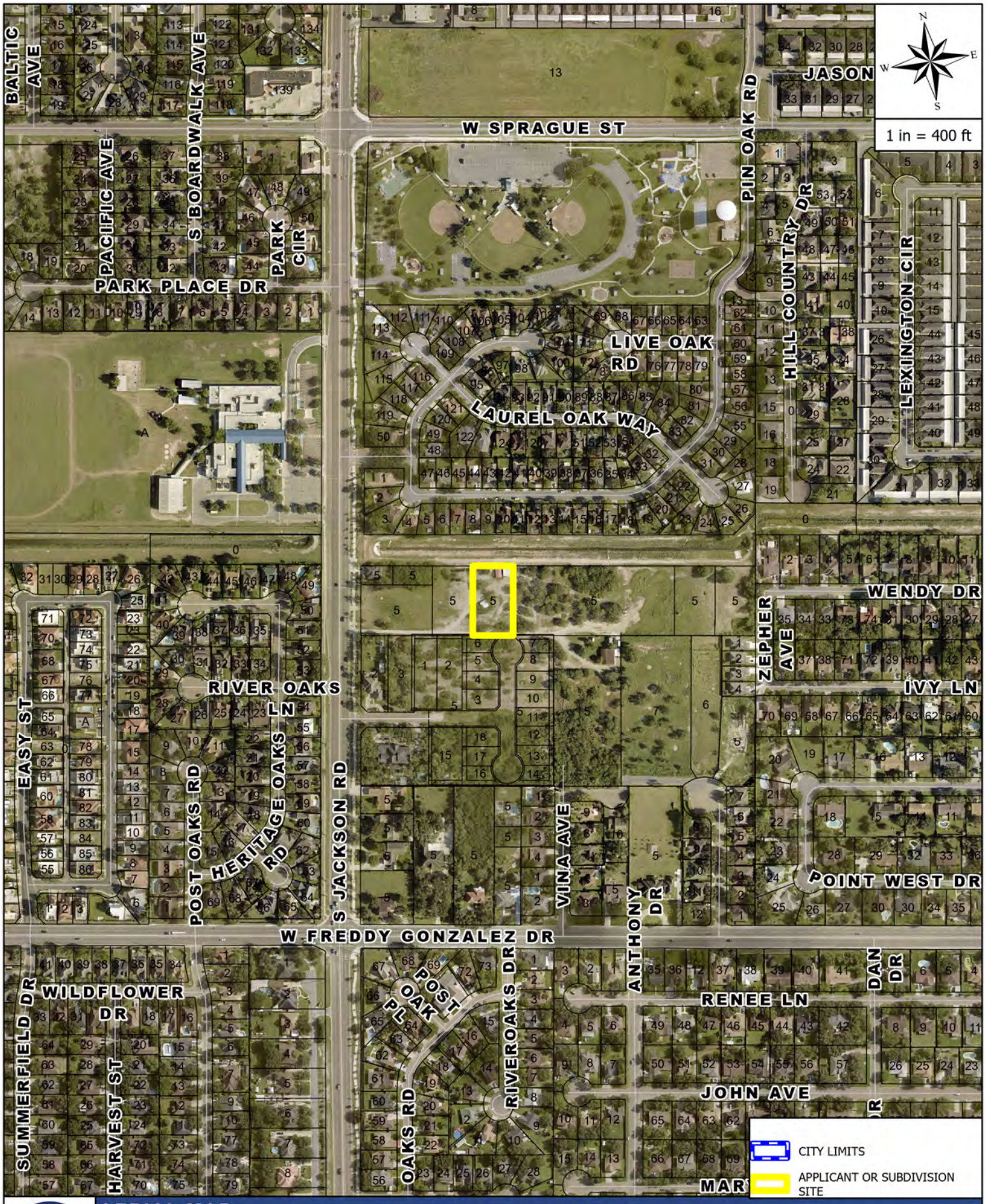
Site Map
Zoning Map
Future Land Use Map
Photo of Site



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

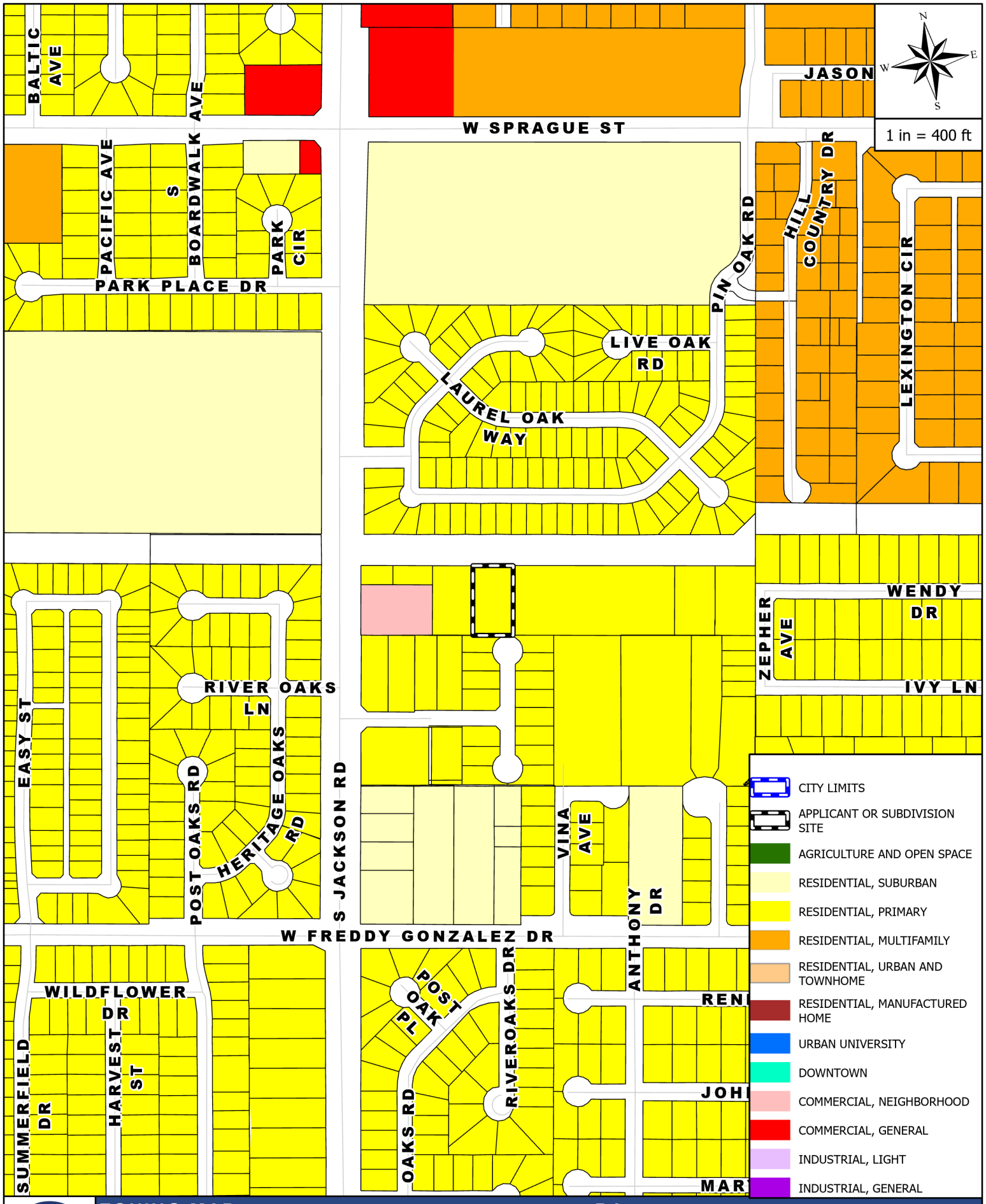
RZNE-2023-0163 TERESA HERNANDEZ



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

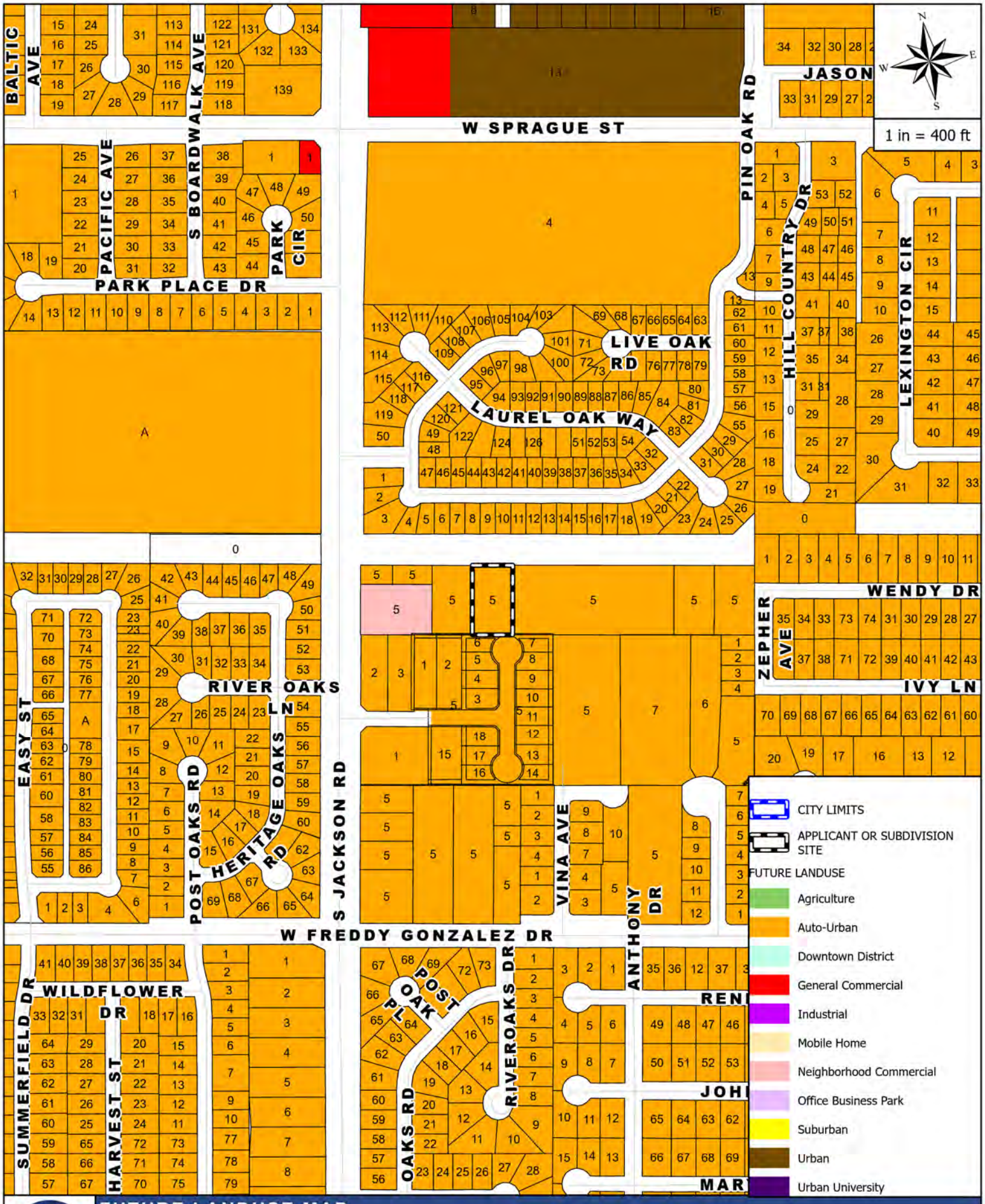
RZNE-2023-0163 TERESA HERNANDEZ



ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0163 TERESA HERNANDEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0163 TERESA HERNANDEZ

MAILOUT AND SITE MAP

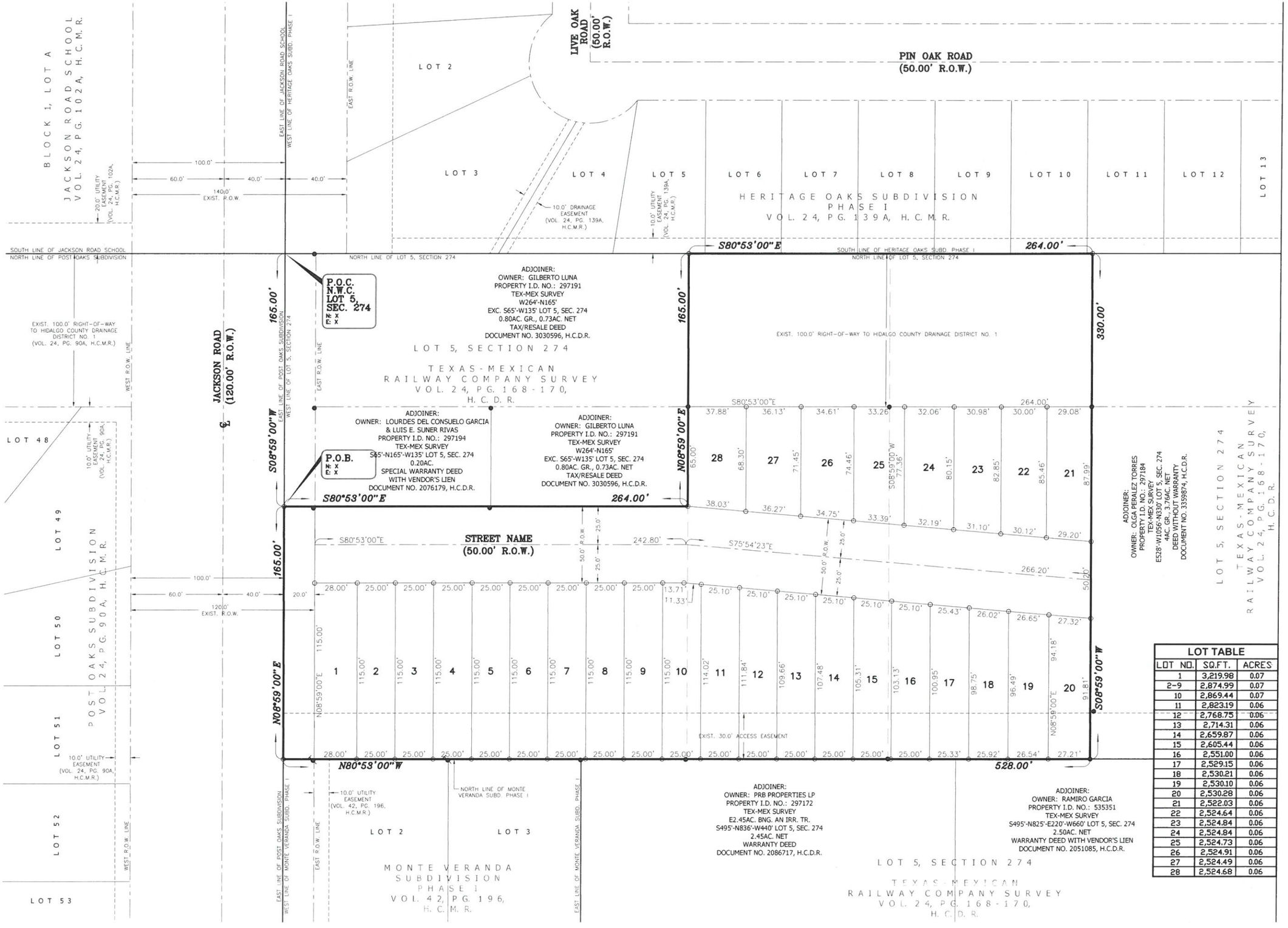
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0163 TERESA HERNANDEZ

Rezoning Request Site Photo

TERESA HERNANDEZ

1218 SOUTH JACKSON ROAD UNIT B



LOT TABLE		
LOT NO.	SQ.FT.	ACRES
1	3,219.98	0.07
2-9	2,874.99	0.07
10	2,869.44	0.07
11	2,823.19	0.06
12	2,768.75	0.06
13	2,714.31	0.06
14	2,659.87	0.06
15	2,605.44	0.06
16	2,551.00	0.06
17	2,529.15	0.06
18	2,530.21	0.06
19	2,530.10	0.06
20	2,530.28	0.06
21	2,522.03	0.06
22	2,524.64	0.06
23	2,524.84	0.06
24	2,524.84	0.06
25	2,524.73	0.06
26	2,524.91	0.06
27	2,524.49	0.06
28	2,524.68	0.06

1" = 60'
10/23/23

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **10/9/2023**

1. Property Owner (required): **Teresa Hernandez** 2. Phone: _____

3. Mailing Address: **PO Box 2841**

4. City: **San Juan** State: **TX** Zip: **78599**

5. Owner's Email: _____ 6. Cell No. _____

7. Agent (not owner): **Sheriff Muse-A & Salinas Engin** 8. Agent's Phone: **2405054679**

9. Agent's Mailing Address: **1242 Morton Trce SE Unit 108**

10. City: **Atlanta** State: **Georgia** Zip: **30316**

11. Agent's Email: **smusearyoh@gmail.com**

12. Address/Location being Rezoned: **00 S Jackson Rd, Edinburg, TX 78539**

13. Legal Description of Property: 14. Property ID(s): **297188**

TEX-MEX SURVEY E 132'-W 528'-N 330' LT 5 BK 274 1.00 AC GROSS 0.94 AC NET

15. Zone Change: From: **CG - Commercial, General** To: Residential Urban (RU)

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **Requesting a zone change to construct townhowmes**

Sheriff Muse-Ariyoh _____
(Please Print Name) Signature

Application Fee $400
RECEIPT NUMBER: _____ REVIEWED BY: _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: _____

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: _____

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

PID: 297172
PRB PROPERTIES LP
PO BOX 1710
EDINBURG, TX 78540-1710

PID: 668422
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 668423
ESCOBAR EMILIO JR
& YADIRA A
513 NOGALES ST
MISSION, TX 78572-7873

PID: 188421
HINOJOSA ARMANDO
2016 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188420
CLIFTON TINA
2020 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188419
PENA PATRICIA MINERVA
2024 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 297186
LONGORIA MARIA GUADALUPE
1614 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 570066
PERALEZ OMAR
2302 YELLOWROSE DR
EDINBURG, TX 78539-6432

PID: 535351
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 188415
GARZA ELEX ANDRES
2110 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297191
LUNA GILBERTO
1403 MOONLIGHT AVE
ALAMO, TX 78516-6884

PID: 297194
GARCIA LOURDES DEL CONSUELO
& LUIS E SUNER RIVAS
1204 S JACKSON RD
EDINBURG, TX 78539-7338

PID: 297189
HERNANDEZ TERESA P
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 188414
ESPERICUETA FERNANDO
& CARMEN
2114 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188416
ANAYA MICHAEL J
2106 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188425
GARZA JOEL A & CESAR A
3312 PELICAN LAKE AVE
EDINBURG, TX 78539-1825

PID: 188423
FLORES CRISTINA I
2008 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188418
DE LOS SANTOS ROLANDO
& MARIBEL P
2102 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297188
HERNANDEZ JOE J
PO BOX 2841
SAN JUAN, TX 78589-7841

ZONING CASE
OWNER NOTIFICATION LIST

PID: 188426
DENNY DOUGLAS W
& MONICA L
1924 PIN OAK RD
EDINBURG, TX 78539-7329

PID: 297184
TORRES OLGA PERALEZ
2302 YELLOW ROSE DR
EDINBURG, TX 78539-6432

PID: 188413
PALACIOS CHRISTIAN J
& ARACELY
2118 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188453
GOMEZ-MORA OMAR S
& DONAJI GOMEZ
2025 PIN OAK RD
EDINBURG, TX 78539-7334

PID: 188452
MORALES MICHAEL
2021 PIN OAK RD
EDINBURG, TX 78539-7334

PID: 188451
GARCIA IGNACIO JR
2017 PIN OAK
EDINBURG, TX 78539-7334

PID: 188450
AGUILAR MARIO
2315 E SPRAGUE ST
EDINBURG, TX 78542-5112

PID: 188457
GONZALEZ LEE
2113 PIN OAK RD
EDINBURG, TX 78539-7336

PID: 188424
PLAAG MICHAEL
2004 PINE OAK RD
EDINBURG, TX 78539-7333

PID: 188422
GONZALEZ RICARDO
1401 NORTHGATE LN
MCALLEN, TX 78504-9558

PID: 188417
GONZALEZ - SALINAS ALONDRA
2104 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188448
GARZA DANIEL
2005 PIN OAK RD
EDINBURG, TX 78539-7334

PID: 188456
TREEPROPS LLC
1229 E GRIFFIN PARKWAY
MISSION, TX 78572-2417

PID: 188454
TAMEZ JUAN &
MARINA AGUILAR
2315 MAYA
LAREDO, TX 78041-3973

PID: 188449
DIMAS EDWARD X &
DAHLIA C TORRES
1501 HERITAGE OAKS RD
EDINBURG, TX 78539

PID: 188455
LOPEZ RAFAEL II
2105 PIN OAK RD
EDINBURG, TX 78539

Maribel De Los Santos

THE CITY OF Edinburg

NOTIFICATION

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CONSIDER THE REZONING REQUEST FROM RESIDENTIAL PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING 1 ACRE OUT OF THE NORTH 10.0 ACRES OF LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1218 S JACKSON ROAD UNIT B, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF OF TERESA HERNANDEZ.

This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the itern is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: These can turn into low rent houses and I do not want that to ~~be~~ happen.

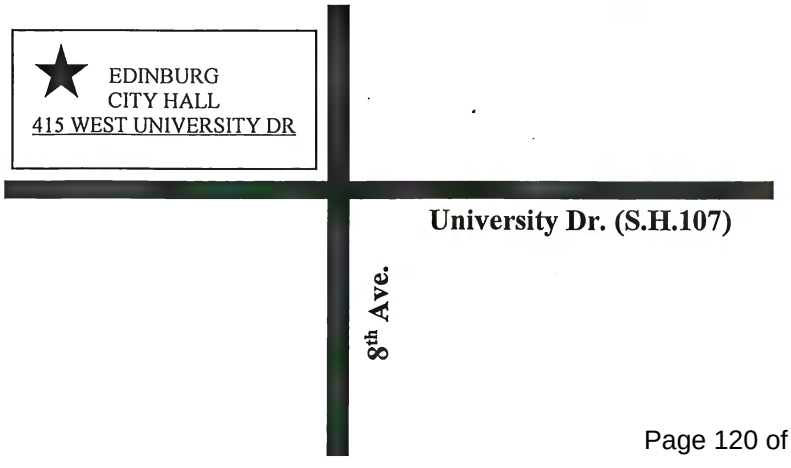
Print Name: Maribel DeLos Santos Phone No. 956-289-6141

Address: 2102 Pin Oak Rd. City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



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MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☒ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

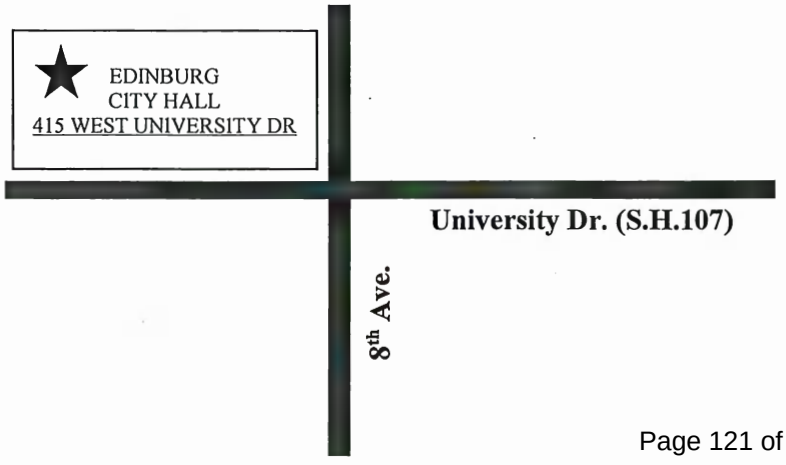
Print Name: Socorro N. Guerra Phone No. 956 (289-96-41

Address: 2119 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 1 ACRE OUT OF THE NORTH 10.0 ACRES OF LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1218 S JACKSON ROAD UNIT B, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 1 Acre out of the North 10.0 acres of Lot 5, Section 274, Texas Mexican Railway Company Survey, Located at 1218 S Jackson Road Unit B, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and to add it to the Residential, Urban & Townhome (RU) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 7.F.
1210 South Jackson Road

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Urban & Townhome (RU) District, a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf of Maria Guadalupe Longoria. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South Jackson Road, approximately 950 ft. north of West Freddy Gonzalez Drive. The lot has 164.75 ft. of frontage on South Jackson Road and 264.00 ft. of depth for a total lot area of 1.00 gross acre. The requested zoning designation is a higher density single-family residential district. The applicant is proposing a townhome development at this location. The property is currently zoned Commercial, Neighborhood (CN) District. Adjacent zoning is Residential, Primary (RP) District to all directions. The property is currently vacant. Adjacent land uses are all single-family residential. The future land use designation is for Neighborhood Commercial uses at this location.

Previously, this item was seen by the Planning and Zoning Commission on September 12, 2023, for Residential, Multifamily (RM) District consideration. The Planning and Zoning Commission denied the multifamily request and the applicant pulled his request from City Council consideration. The applicant is now requesting consideration for a Residential, Urban & Townhome (RU) District. The applicant has additional adjacent land under contract and would like a larger single-family development at this location. It is noted that on November 1, 2016, the subject property was rezoned from Auto-Urban Residential (AU) District to Commercial. The intent at that time was to establish a learning center at this location, but the plans never materialized.

Staff mailed a notice of the public hearing to 31 neighboring property owners on Friday, November 3, 2023, and had received 3 comments in favor via phone call and 4 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Commercial Neighborhood (CN) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses, and residential densities in this area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations,

building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial,Neighborood (CN) District to Residential, Urban & Townhome (RU) District

APPLICANT: Maria Guadalupe Longoria

AGENT: Sheriff Muse-Ariyoh

LEGAL: A 1.00 acre tract of land being a portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 1210 South Jackson Road

LOT/TRACT SIZE: 1.00 acre

CURRENT USE: Vacant

PROPOSED USE: Single-family Townhomes

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING:
North – Residential, Primary (RP)
South – Residential, Primary (RP)
East – Residential, Primary (RP)
West – Residential, Primary (RP)

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial Neighborhood (CN) District to Residential, Urban & Townhome (RU) District.

REZONING REQUEST
MARIA GUADALUPE LONGORIA

EVALUATION

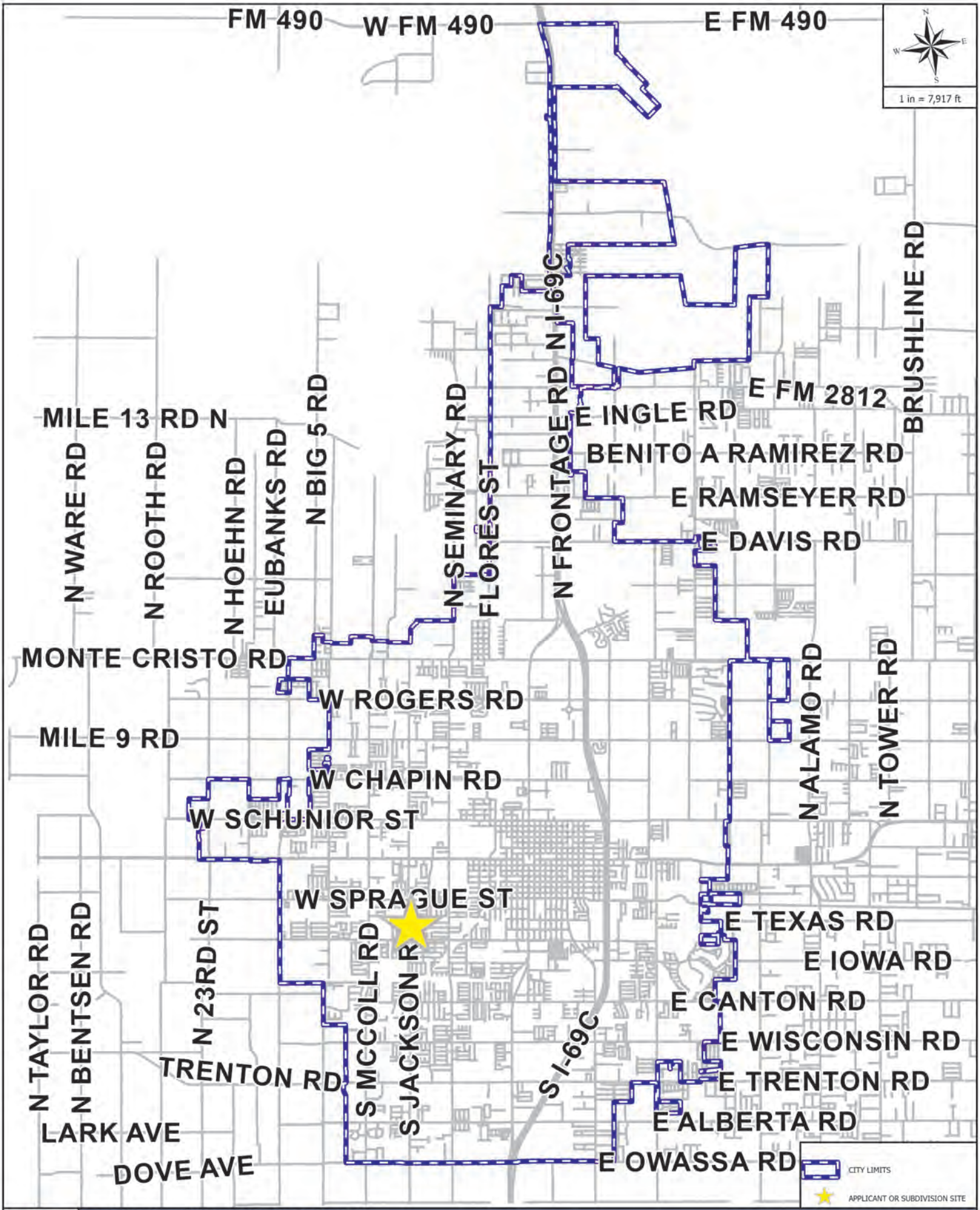
The following is staff's evaluation of the request:

1. The property was rezoned to Commercial, Neighborhood (CN) District on November 1, 2016.
2. The intended commercial development never materialized, and the property is vacant.
3. All adjacent land uses are single-family residential with what appears to be vacant land to the east.
4. The proposed higher density single-family development is out of character with the surrounding single-family land uses.
5. The proposed residential densities are much higher than existing residential uses in this area.
6. The existing zoning is incongruous with the surrounding zoning. This may allow development that is also out of character with surrounding land uses regardless of rezoning.
7. South Jackson Road is classified as a high-speed principal arterial street, better suited for commercial and multifamily uses for direct access.
8. The requested zoning is not in keeping with the Future Land Use Plan.
9. There is a need for additional housing in the community.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on surrounding zoning, land uses, and residential densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 31 neighboring property owners on Friday, November 3, 2023, and had received 3 comments in favor via phone call and 4 comments against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

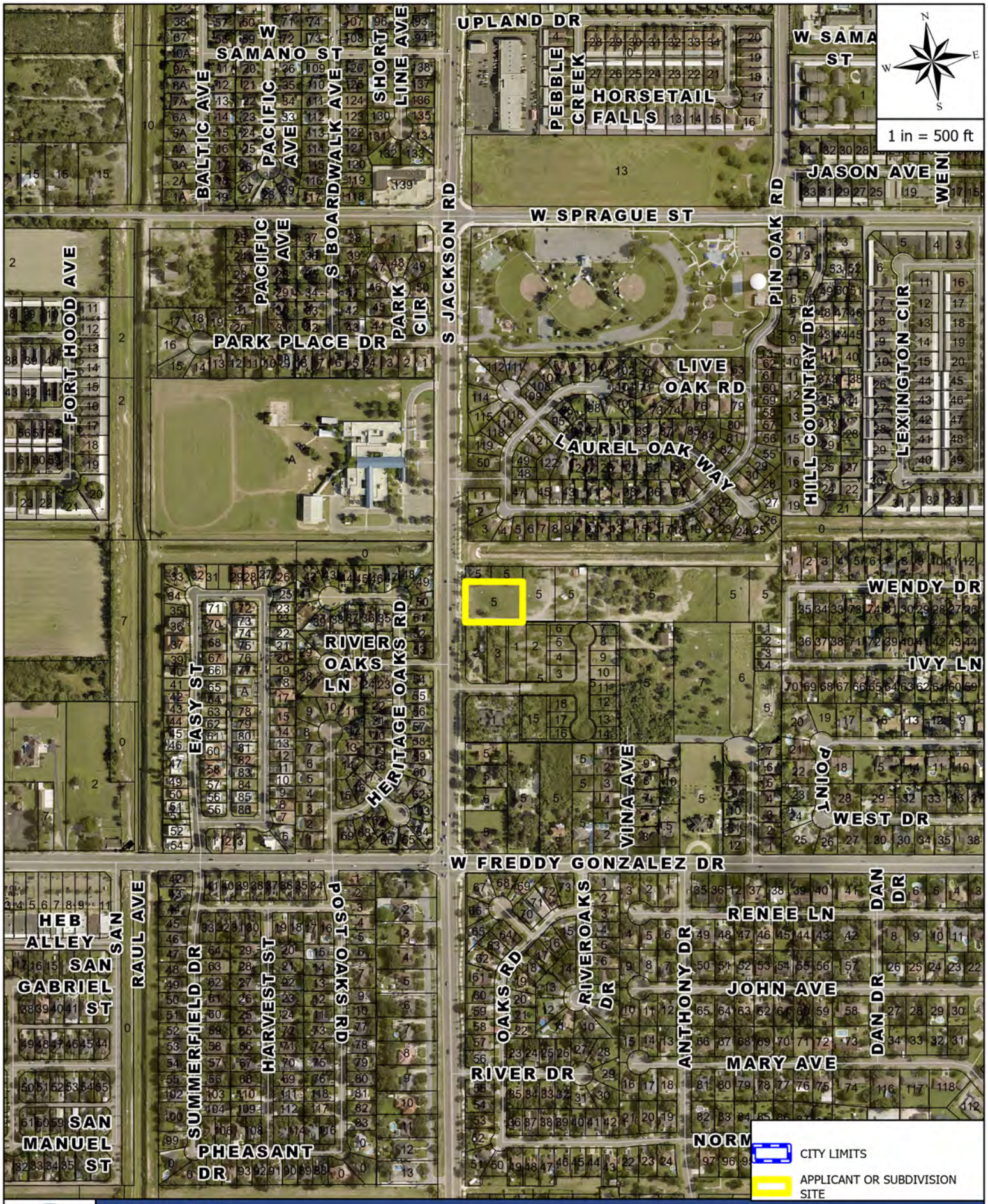
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

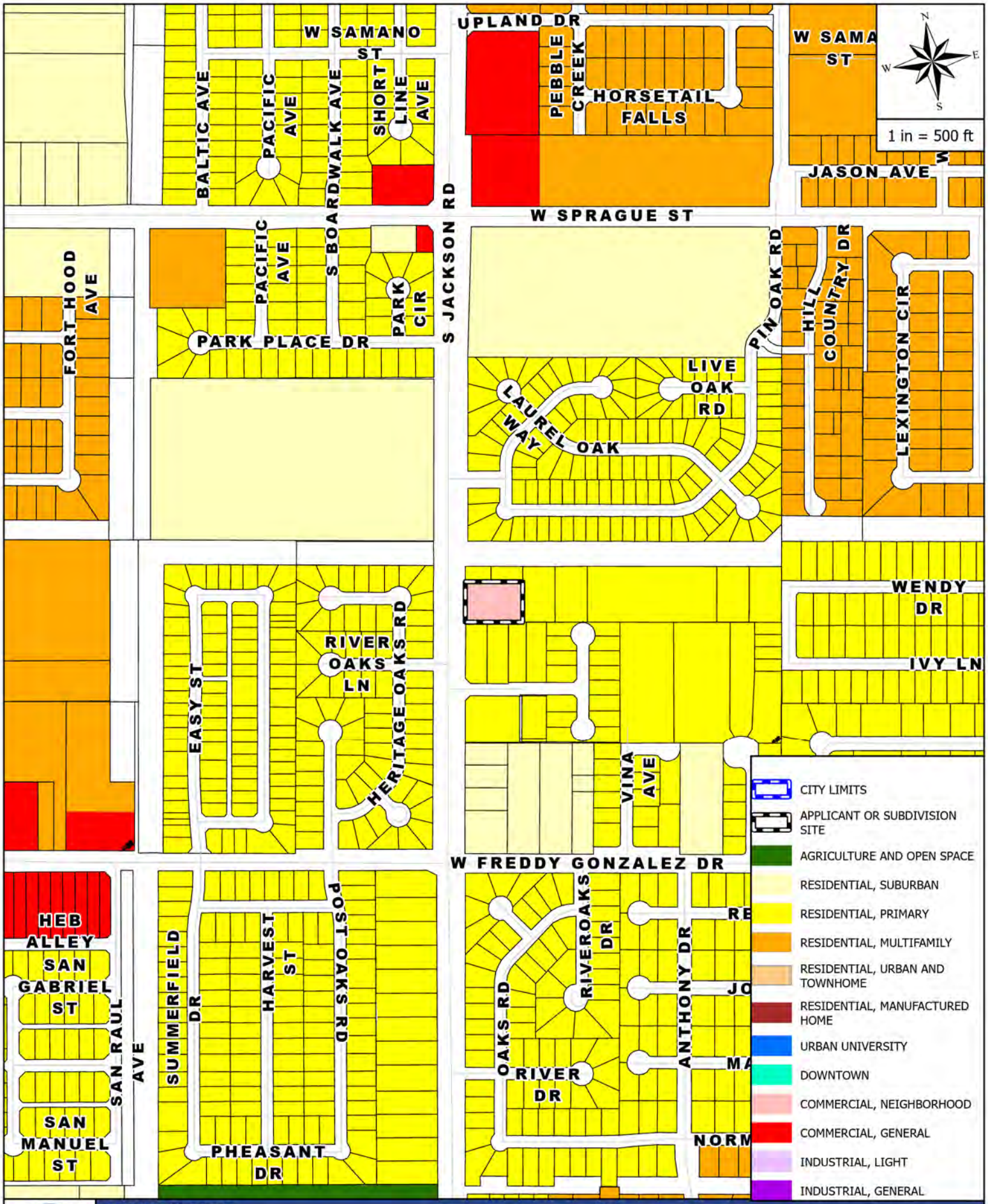
SHERIFF MUSE ARIYOH



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

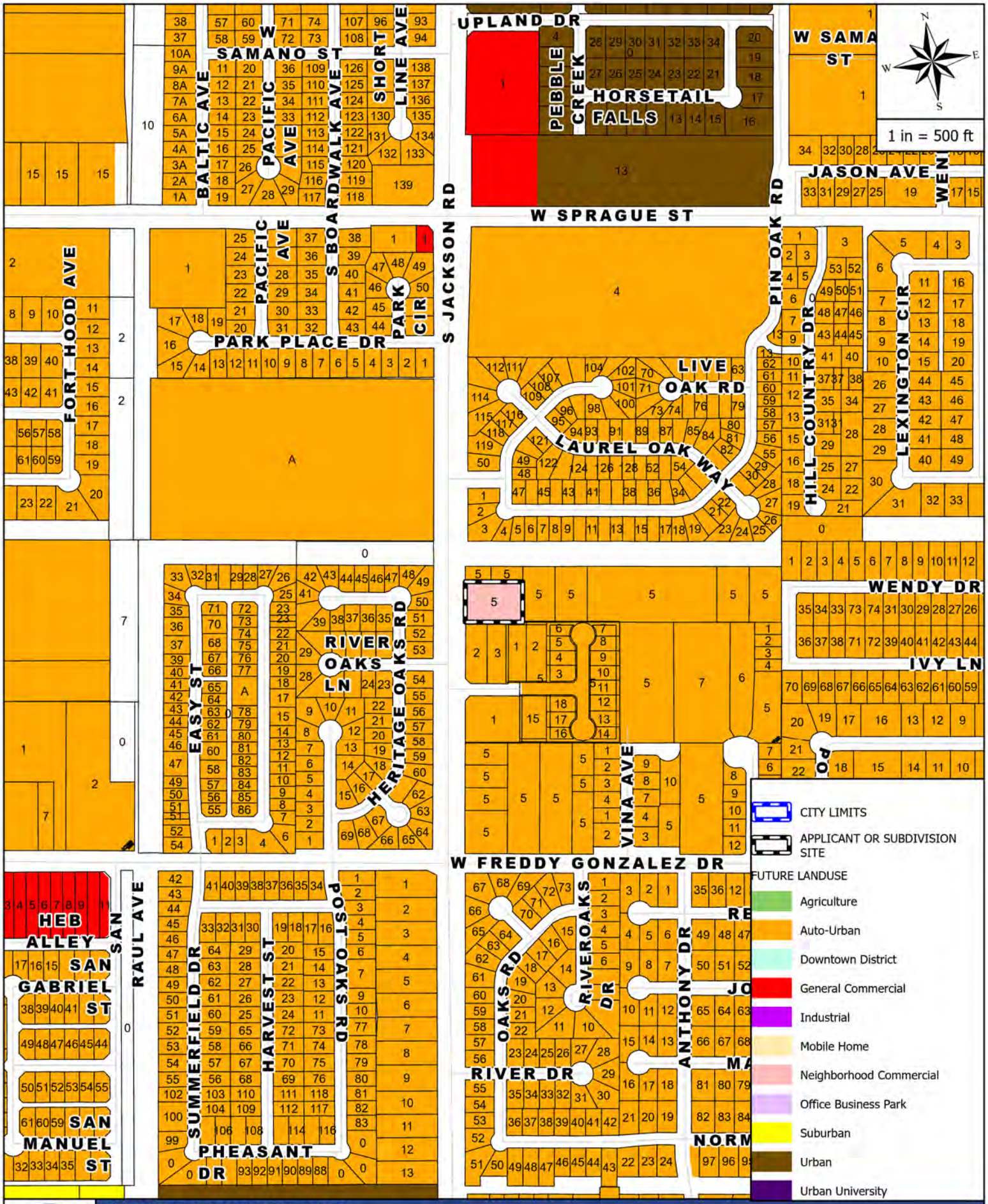
SHERIFF MUSE ARIYOH



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

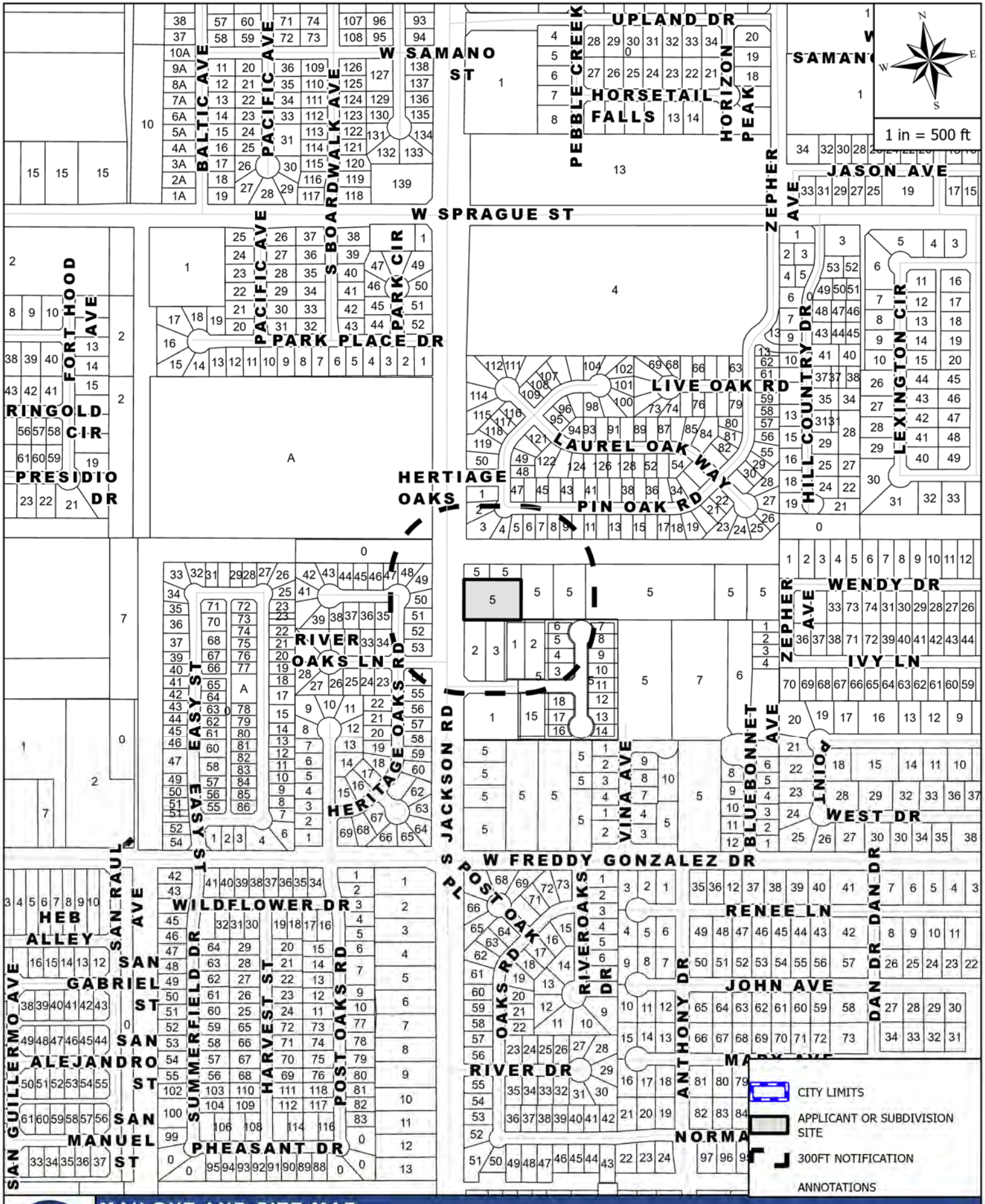
SHERIFF MUSE ARIYOH



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

SHERIFF MUSE ARIYOH



MAILOUT AND SITE MAP

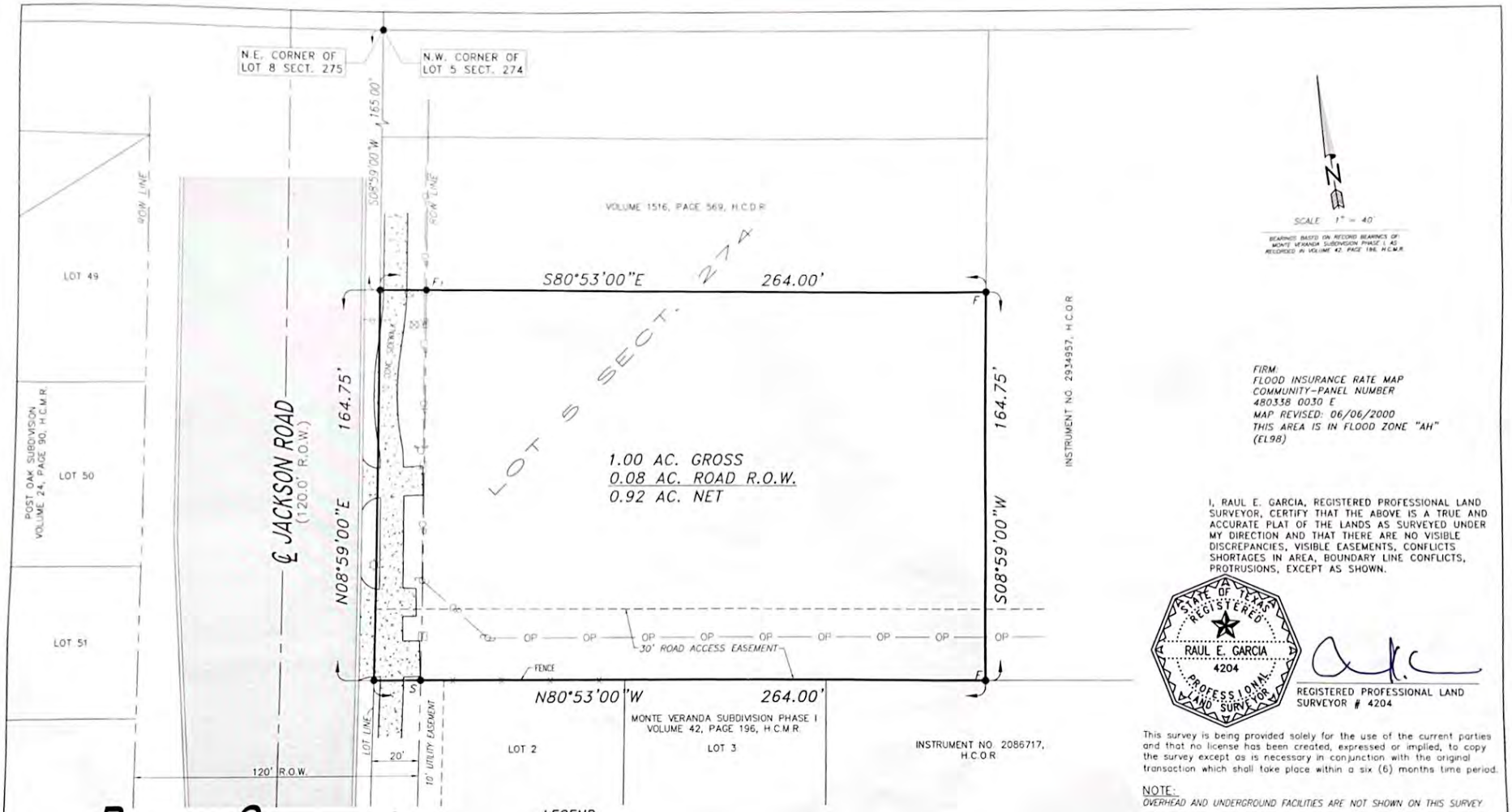
APPLICANT AND/OR SUBDIVISION:

SHERIFF MUSE ARIYOH

Rezoning Request Site Photo

MARIA GUADALUPE LONGORIA

1210 South Jackson Road



PLAT SHOWING

A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION AS RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN GIFT WARRANTY DEED RECORDED IN DOCUMENT #1968946, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND:

- F – FOUND 1/2"ø IRON ROD
- F1 – FOUND 2"ø PIPE
- S – SET MAG NAIL
- – FIRE HYDRANT
- -OP- – OVERHEAD POWER LINE
- – POWER POLE
- – WATER VALVE
- – LIGHT POLE
- – TELEPHONE BOX
- – SPEED LIMIT SIGN WITH LIGHT

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480338 0030 E
MAP REVISED: 06/06/2000
THIS AREA IS IN FLOOD ZONE "AH"
(EL98)

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

STATE OF TEXAS REGISTERED RAUL E. GARCIA 4204 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

R.E. Garcia Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE: *BOUNDARY SURVEY*

DATE: MAY 2, 2022	REV:
JOB #	2022-092 BOOK T-156/PG.10
SCALE:	1" = 40'
DRAWN BY:	E.S.

1" = 60'
10/23/23

BLOCK 1, LOT A
JACKSON ROAD SCHOOL
VOL. 24, PG. 102A, H. C. M. R.

20.0' UTILITY EASEMENT (VOL. 24, PG. 102A, H.C.M.R.)

100.0'
60.0' 40.0' 40.0'
140.0' EXIST. R.O.W.

EAST LINE OF JACKSON ROAD SCHOOL
WEST LINE OF HERITAGE OAKS SUBD. PHASE I

EAST R.O.W. LINE

LOT 2

LIVE OAK ROAD (50.00' R.O.W.)

PIN OAK ROAD (50.00' R.O.W.)

LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

10.0' DRAINAGE EASEMENT (VOL. 24, PG. 139A, H.C.M.R.)

10.0' UTILITY EASEMENT (VOL. 24, PG. 139A, H.C.M.R.)

HERITAGE OAKS SUBDIVISION
PHASE I
VOL. 24, PG. 139A, H. C. M. R.

SOUTH LINE OF JACKSON ROAD SCHOOL
NORTH LINE OF POST OAKS SUBDIVISION

NORTH LINE OF LOT 5, SECTION 274

S80°53'00"E 264.00'

SOUTH LINE OF HERITAGE OAKS SUBD. PHASE I
NORTH LINE OF LOT 5, SECTION 274

EXIST. 100.0' RIGHT-OF-WAY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (VOL. 24, PG. 90A, H.C.M.R.)

WEST R.O.W. LINE

JACKSON ROAD (120.00' R.O.W.)

EAST LINE OF POST OAKS SUBDIVISION
WEST LINE OF LOT 5, SECTION 274

EAST R.O.W. LINE

P.O.C.
N.W.C.
LOT 5,
SEC. 274
N: x
E: x

ADJOINER:
OWNER: GILBERTO LUNA
PROPERTY I.D. NO.: 297191
TEX-MEX SURVEY
W264'-N165'
EXC. S65'-W135' LOT 5, SEC. 274
0.80AC. GR., 0.73AC. NET
TAX/RESALE DEED
DOCUMENT NO. 3030596, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

165.00'

330.00'

EXIST. 100.0' RIGHT-OF-WAY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

S80°53'00"E 264.00'

37.88' 36.13' 34.61' 33.26' 32.06' 30.98' 30.00' 29.08'

S08°59'00"W

N08°59'00"E 65.00'

28 27 26 25 24 23 22 21

68.30' 71.45' 74.46' 77.36' 80.15' 82.85' 85.46' 87.99'

38.03' 36.27' 34.75' 33.39' 32.19' 31.10' 30.12' 29.20'

ADJOINER:
OWNER: LOURDES DEL CONSUELO GARCIA & LUIS E. SUNER RIVAS
PROPERTY I.D. NO.: 297194
TEX-MEX SURVEY
S65'-N165'-W135' LOT 5, SEC. 274
0.20AC.
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT NO. 2076179, H.C.D.R.

P.O.B.
N: x
E: x

S80°53'00"E 264.00'

ADJOINER:
OWNER: GILBERTO LUNA
PROPERTY I.D. NO.: 297191
TEX-MEX SURVEY
W264'-N165'
EXC. S65'-W135' LOT 5, SEC. 274
0.80AC. GR., 0.73AC. NET
TAX/RESALE DEED
DOCUMENT NO. 3030596, H.C.D.R.

ADJOINER:
OWNER: OLGA PERALEZ TORRES
PROPERTY I.D. NO.: 297184
TEX-MEX SURVEY
E528'-W1056-N330' LOT 5, SEC. 274
4AC. GR., 3.76AC. NET
DEED WITHOUT WARRANTY
DOCUMENT NO. 3359874, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

LOT 48 LOT 49 LOT 50 LOT 51 LOT 52 LOT 53

10.0' UTILITY EASEMENT (VOL. 24, PG. 90A, H.C.M.R.)

POST OAKS SUBDIVISION
VOL. 24, PG. 90A, H. C. M. R.

10.0' UTILITY EASEMENT (VOL. 24, PG. 90A, H.C.M.R.)

WEST R.O.W. LINE

165.00'

100.0'
60.0' 40.0'
120.0' EXIST. R.O.W.

20.0'

S80°53'00"E STREET NAME (50.00' R.O.W.) 242.80'

50.0' R.O.W. 25.0' 25.0'

S75°54'23"E 266.20'

50.0' R.O.W. 25.0' 25.0'

50.20'

28.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 13.71' 11.33' 25.10' 25.10' 25.10' 25.10' 25.10' 25.10' 25.43' 26.02' 26.65' 27.32'

115.00'

N08°59'00"E

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

114.02' 111.84' 109.66' 107.48' 105.31' 103.13' 100.95' 98.75' 96.49' 94.18' 91.81'

N08°59'00"E

S08°59'00"W

EXIST. 30.0' ACCESS EASEMENT

28.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.00' 25.33' 25.92' 26.54' 27.21'

N80°53'00"W 528.00'

EAST LINE OF POST OAKS SUBDIVISION
WEST LINE OF MONTE VERANDA SUBD. PHASE I

EAST R.O.W. LINE

10.0' UTILITY EASEMENT (VOL. 42, PG. 196, H.C.M.R.)

NORTH LINE OF MONTE VERANDA SUBD. PHASE I

EAST LINE OF MONTE VERANDA SUBD. PHASE I

LOT 2 LOT 3

MONTE VERANDA
SUBDIVISION
PHASE I
VOL. 42, PG. 196,
H. C. M. R.

ADJOINER:
OWNER: PRB PROPERTIES LP
PROPERTY I.D. NO.: 297172
TEX-MEX SURVEY
E2.45AC. BNG. AN IRR. TR.
S495'-N836'-W440' LOT 5, SEC. 274
2.45AC. NET
WARRANTY DEED
DOCUMENT NO. 2086717, H.C.D.R.

ADJOINER:
OWNER: RAMIRO GARCIA
PROPERTY I.D. NO.: 535351
TEX-MEX SURVEY
S495'-N825'-E220'-W660' LOT 5, SEC. 274
2.50AC. NET
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT NO. 2051085, H.C.D.R.

LOT 5, SECTION 274
TEXAS-MEXICAN
RAILWAY COMPANY SURVEY
VOL. 24, PG. 168-170,
H. C. D. R.

LOT TABLE		
LOT NO.	SQ.FT.	ACRES
1	3,219.98	0.07
2-9	2,874.99	0.07
10	2,869.44	0.07
11	2,823.19	0.06
12	2,768.75	0.06
13	2,714.31	0.06
14	2,659.87	0.06
15	2,605.44	0.06
16	2,551.00	0.06
17	2,529.15	0.06
18	2,530.21	0.06
19	2,530.10	0.06
20	2,530.28	0.06
21	2,522.03	0.06
22	2,524.64	0.06
23	2,524.84	0.06
24	2,524.84	0.06
25	2,524.73	0.06
26	2,524.91	0.06
27	2,524.49	0.06
28	2,524.68	0.06

ZONING CASE
OWNER NOTIFICATION LIST

PID: 262384
COLE FRANK B JR
& MARGARET J
1406 HERITAGE OAKS RD
EDINBURG, TX 78539-7315

PID: 262376
NEUBAUER DAVID M
& MARY M
1123 HERITAGE OAKS RD
EDINBURG, TX 78539-7322

PID: 297172
PRB PROPERTIES LP
PO BOX 1710
EDINBURG, TX 78540-1710

PID: 1124419
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 262364
CHAPA VIOLA G
1124 HERITAGE OAKS RD
EDINBURG, TX 78539-7321

PID: 262380
TERAN MARIA CAROLINA
1224 HERITAGE OAKS RD
EDINBURG, TX 78539-7324

PID: 262382
GONZALEZ ISRAEL E JR
1308 HERITAGE OAKS RD
EDINBURG, TX 78539-7325

PID: 262383
CARDONA MYRTA
1402 HERITAGE OAKS RD
EDINBURG, TX 78539-7315

PID: 262363
GARZA ANDRES JR & ESTHER
2401 RIVER OAKS LN
EDINBURG, TX 78539-7319

PID: 262381
RODRIGUEZ MARCO A
& CRYSTAL Y GARCIA
1304 HERITAGE OAKS RD
EDINBURG, TX 78539-7325

PID: 262377
RAMUSSEN GERALD A JR
& FRANCES S
1212 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 262378
HINOJOSA IRMA
1218 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 262379
TREVINO RICHARD
1220 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 668422
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 668423
ESCOBAR EMILIO JR
& YADIRA A
513 NOGALES ST
MISSION, TX 78572-7873

PID: 668421
GARCIA BALDEMAR JR
1420 S JACKSON
EDINBURG, TX 78539-7345

PID: 188420
CLIFTON TINA
2020 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188419
PENA PATRICIA MINERVA
2024 PIN OAK RD
EDINBURG, TX 78539-7333

ZONING CASE
OWNER NOTIFICATION LIST

PID: 188418
DE LOS SANTOS ROLANDO
& MARIBEL P
2102 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297188
HERNANDEZ JOE J
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 188414
ESPERICUETA FERNANDO
& CARMEN
2114 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188412
LOPEZ RITO & MARIA A
2122 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188416
ANAYA MICHAEL J
2106 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 535351
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 188417
GONZALEZ - SALINAS ALONDRA
2104 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 198785
EDINBURG CONS IND SCHOOL DS
PO BOX 990
EDINBURG, TX 78540

PID: 297186
LONGORIA MARIA GUADALUPE
1614 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 297191
LUNA GILBERTO
1403 MOONLIGHT AVE
ALAMO, TX 78516-6884

PID: 297194
GARCIA LOURDES DEL CONSUELO
& LUIS E SUNER RIVAS
1204 S JACKSON RD
EDINBURG, TX 78539-7338

PID: 297189
HERNANDEZ TERESA P
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 188415
GARZA ELEX ANDRES
2110 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297184
TORRES OLGA PERALEZ
2302 YELLOW ROSE DR
EDINBURG, TX 78539-6432

PID: 188413
PALACIOS CHRISTIAN J
& ARACELY
2118 PIN OAK RD
EDINBURG, TX 78539-7335

Rolando De los Santos.

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, November 14, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF MARIA GUADALUPE LONGORIA

This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: Do not want the rezoning to happen, it will cause issues in our neighborhood.

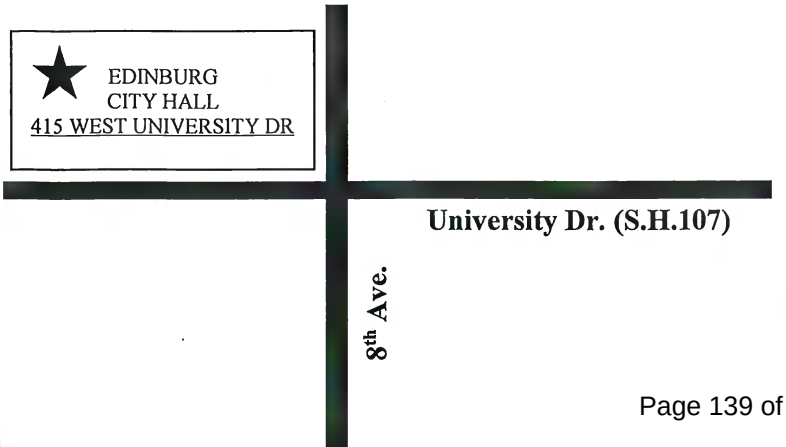
Print Name: Rolando De los Santos Phone No. 956-289-6141

Address: 2102 Pin Oak Rd. City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



THE CITY OF Edinburg

NOTIFICATION

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This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

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Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: THIS PROPERTY NEEDS TO STAY SINGLE FAMILY ZONNING. WE HAVE ENOUGH LOW RENT HOUSING (MULTI-FAMILY) TO THE NORTH. WE DO NOT WANT TO DIMINISH OUR HOME VALUES. (THIS IS RETIREMENT EQUITY FOR US).

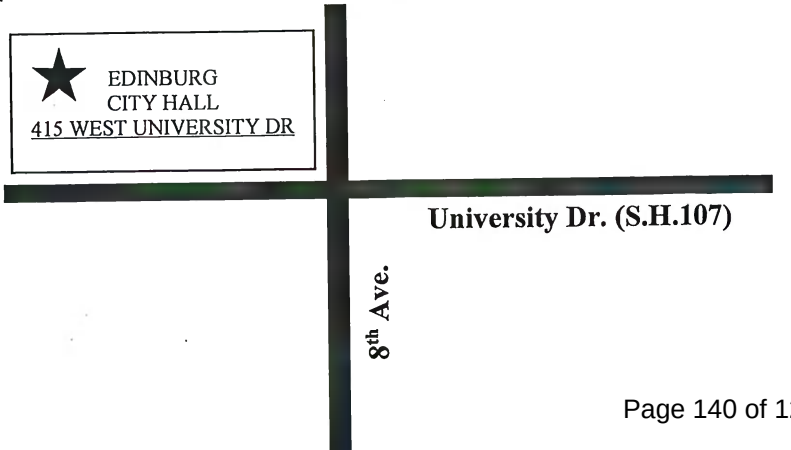
Print Name: TED BOWLING Phone No. 469-503-9810

Address: 2020 PIN OAK RD. City: EDINBURG State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, November 14, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF MARIA GUADALUPE LONGORIA

This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

This request is scheduled to be heard by the **City Council on Tuesday, December 5, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
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FAX: (956) 292-2080 by Monday, November 13, 2023
EMAIL: planning@cityofedinburg.com by Monday, November 13, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☒ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

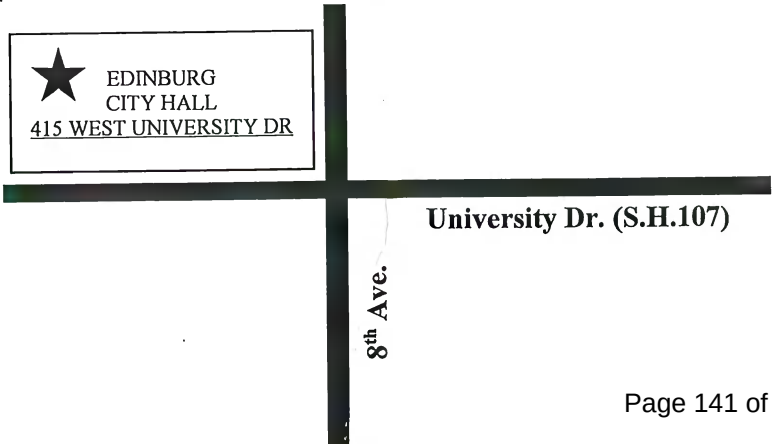
Print Name: Fernando Espericueta Phone No. (956) 655-7305

Address: 2114 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, September 12, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF MARIA GUADALUPE LONGORIA

The requested zoning designation is the highest intensity residential district and allows multifamily uses on the subject property.

This request is scheduled to be heard by the **City Council on Tuesday, October 3, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, September 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, September 11, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

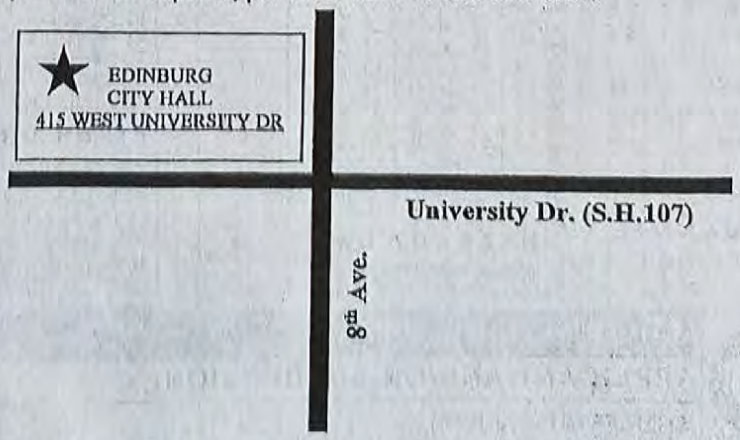
Print Name: Elev Garza Phone No. 956-[illegible]-1887

Address: 2110 pinoak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



RDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial Neighborhood (CN) District and the Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, Edinburg, Hidalgo County, Texas, from Commercial Neighborhood (CN) District to Residential, Urban & Townhome (RU) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial Neighborhood (CN) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial Neighborhood (CN) District and to add it to the Residential, Urban & Townhome (RU) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS
Agenda Item No: 8.A.
614 West Orange Avenue

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lot 10, 281 Estates Subdivision, Located at 614 West Orange Avenue, as Requested by Jontue Echavarria and Veronica Villarreal. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of West Orange Avenue approximately 2,228 feet west of North I-69C. The property has 150 feet of frontage along West Orange Avenue and a depth of 478.55 feet for a total of 71,782.5 square feet. The property was annexed into the City of Edinburg City Limits on March 22, 1996. The proposed zoning request is to allow for a commercial warehouse development. The Future Land Use for this area is Suburban Uses.

The property is currently zoned Residential, Primary (RP) District. The surrounding zoning is Residential, Primary (RP) District to the north, east and west and Industrial, General (IG) District to the south. Adjacent land uses consist of single-family residential homes and a trucking company catty-corner to the subject property. It is noted that other commercial uses exist along Orange Avenue.

Staff mailed a notice of the public hearing to 15 neighboring property owners on Friday, November 03, 2023, and had received no comment in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a vote of 5-1 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

APPLICANT: Jontue Echavarria and Veronica Villarreal

AGENT: Not Applicable

LEGAL: Lot 10, 281 Estates Subdivision

LOCATION: Located at 614 West Orange Avenue

LOT/TRACT SIZE: 71,782.5 square feet

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Industrial, General (IG) District
East – Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

REZONING REQUEST
JONTUE ECHAVARRIA AND VERONICA VILLARREAL

EVALUATION

The following is staff's evaluation of the request:

1. The proposed development would not change the character of the surrounding areas.
2. The subject property is less than ½ a mile from North I-69C which leads to more commercial uses.
3. This property was annexed into the City Limits of Edinburg on March 22, 1996.
4. Agriculture and Open Space (AO) District was given as per requirements of the Unified Development Code.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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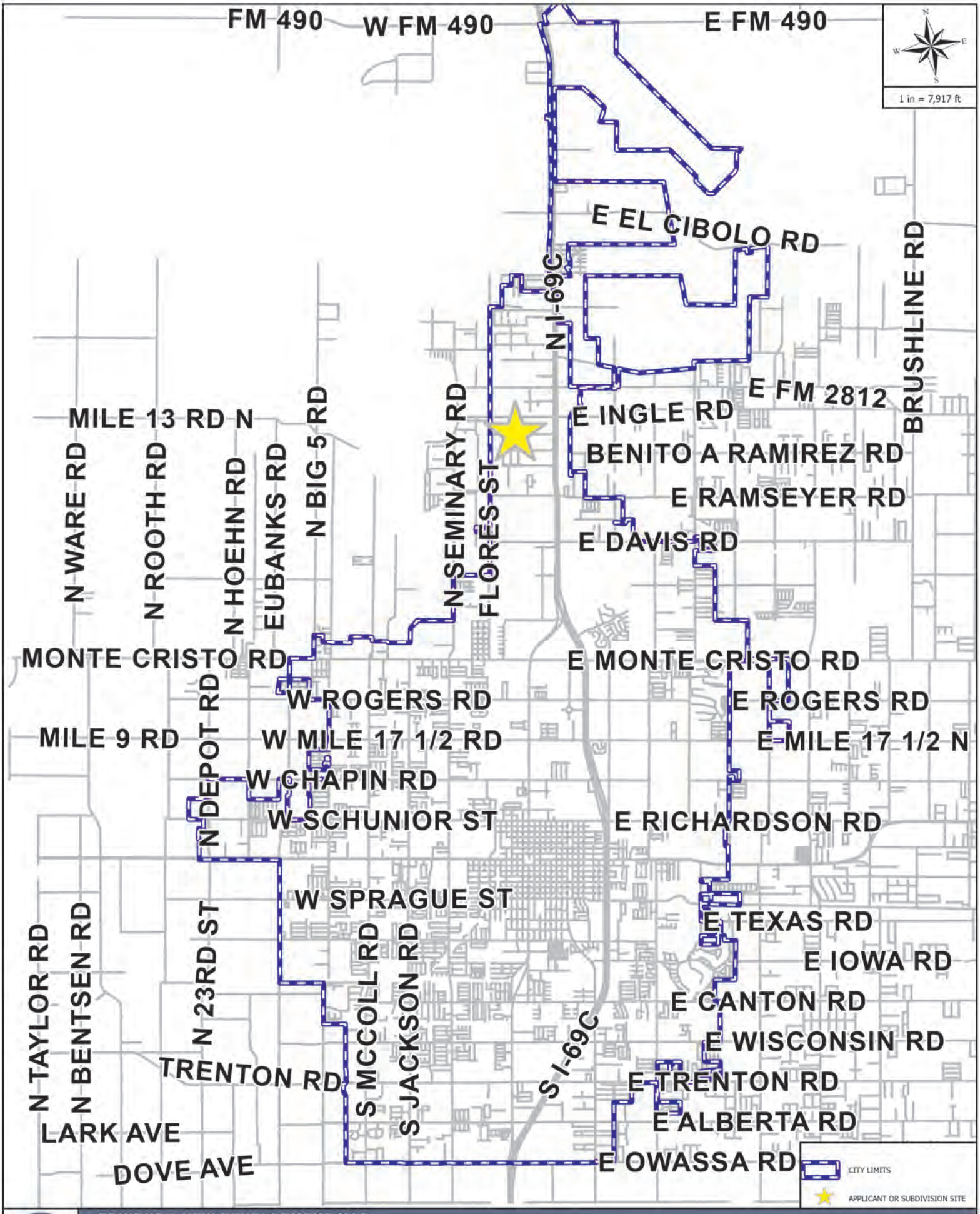
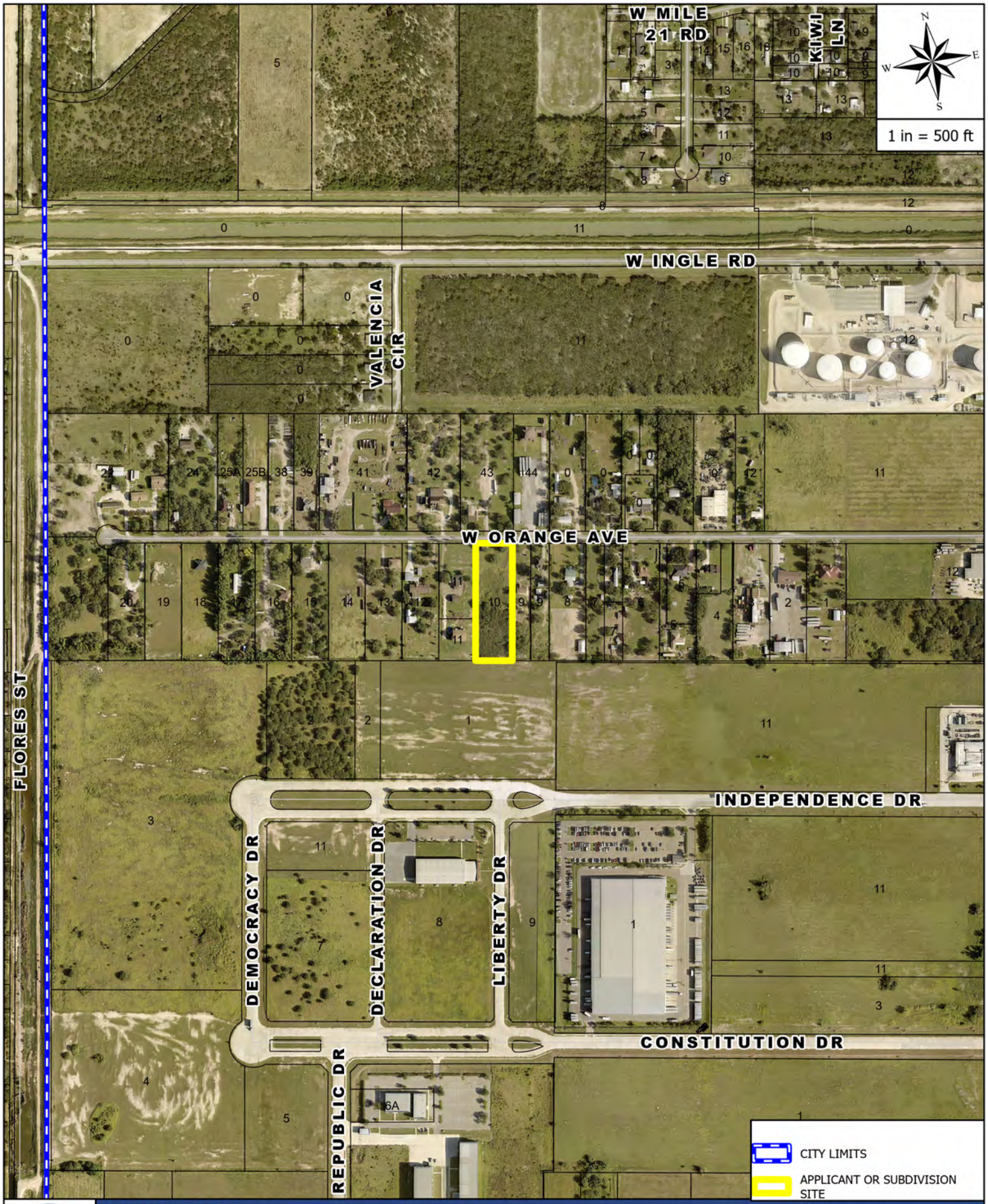
ATTACHMENTS:
Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

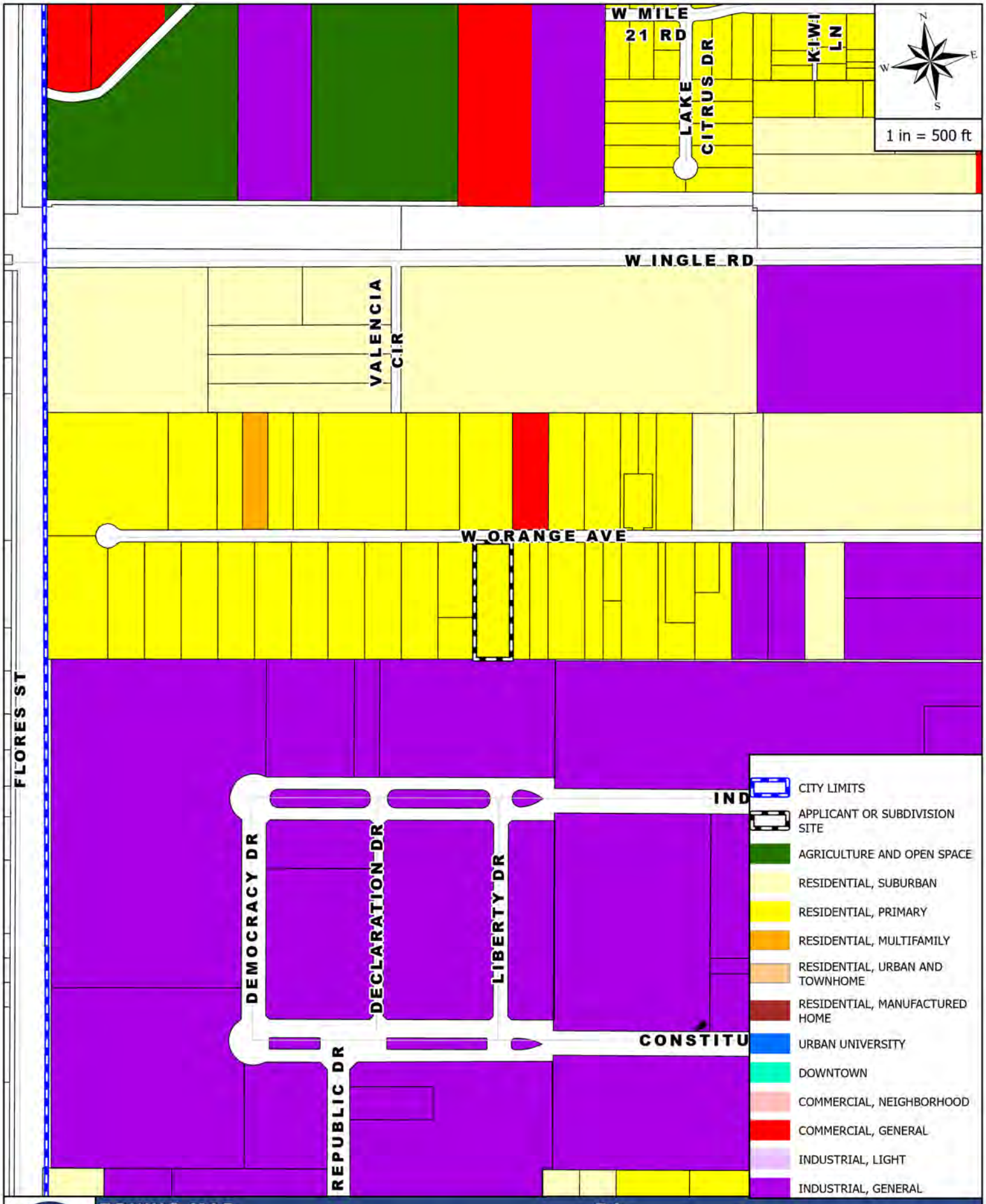
RZNE-2023-0162 JONTUE ECHAVARRIA



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

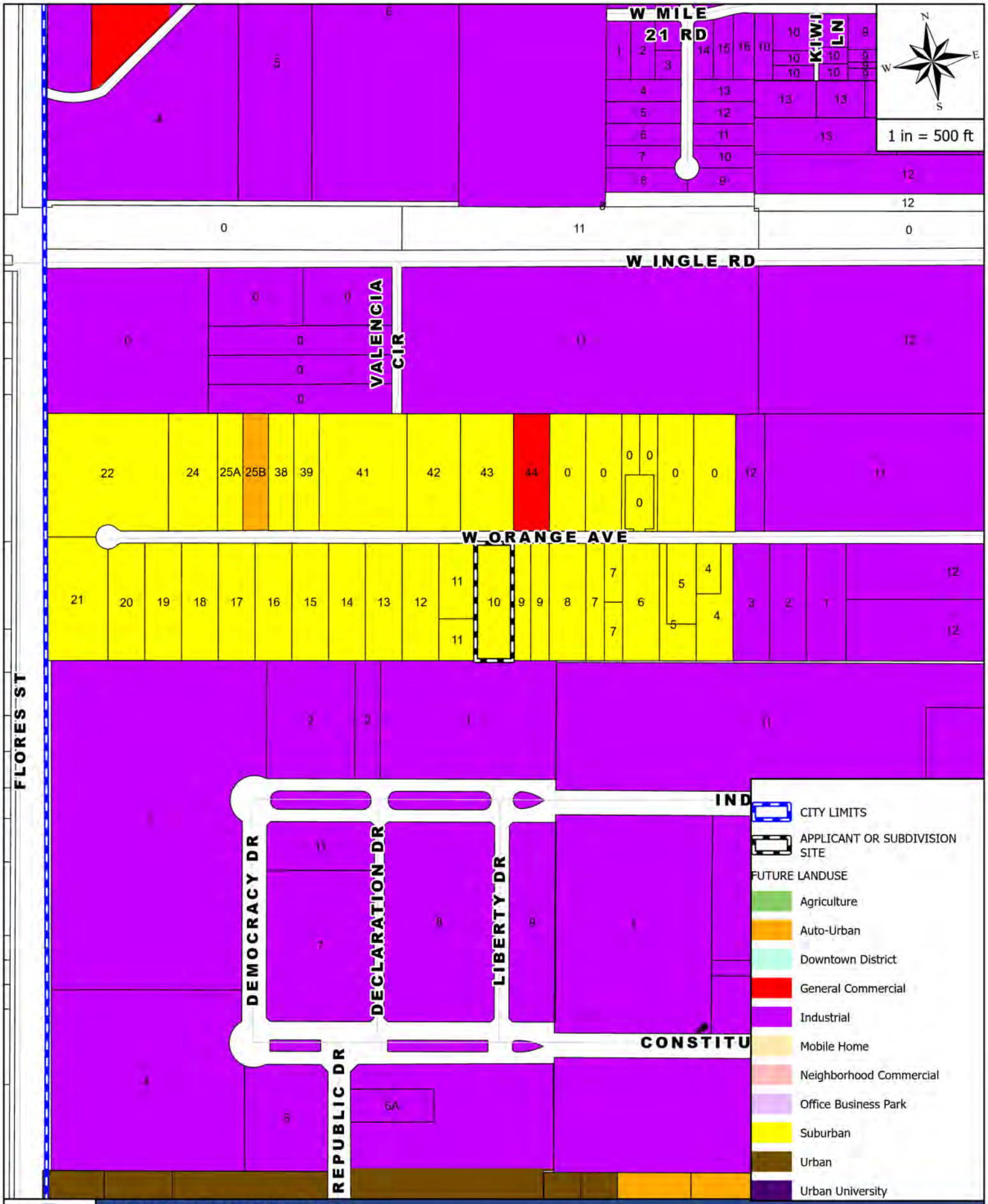
RZNE-2023-0162 JONTUE ECHAVARRIA



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

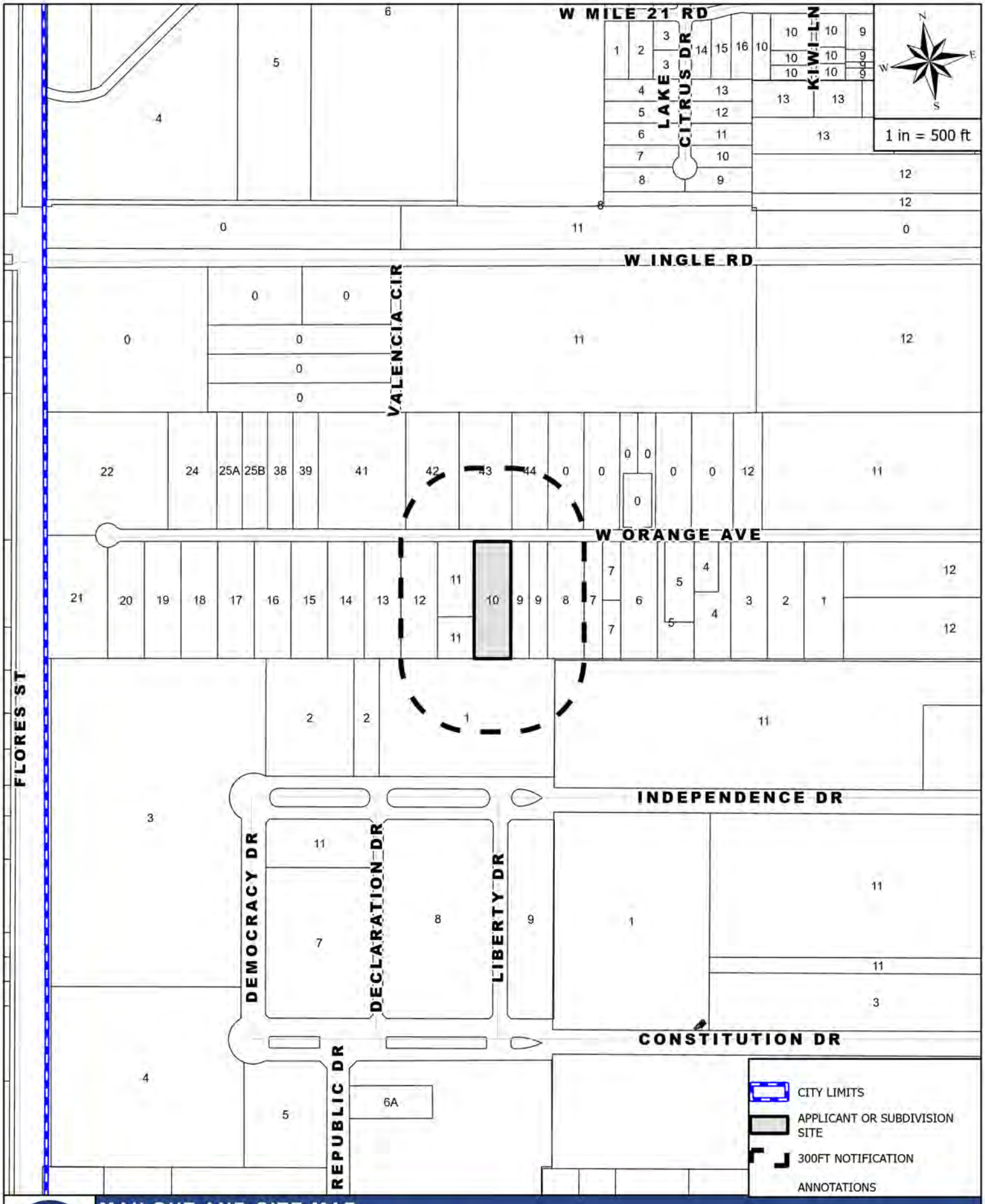
RZNE-2023-0162 JONTUE ECHAVARRIA



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0162 JONTUE ECHAVARRIA



MAILOUT AND SITE MAP

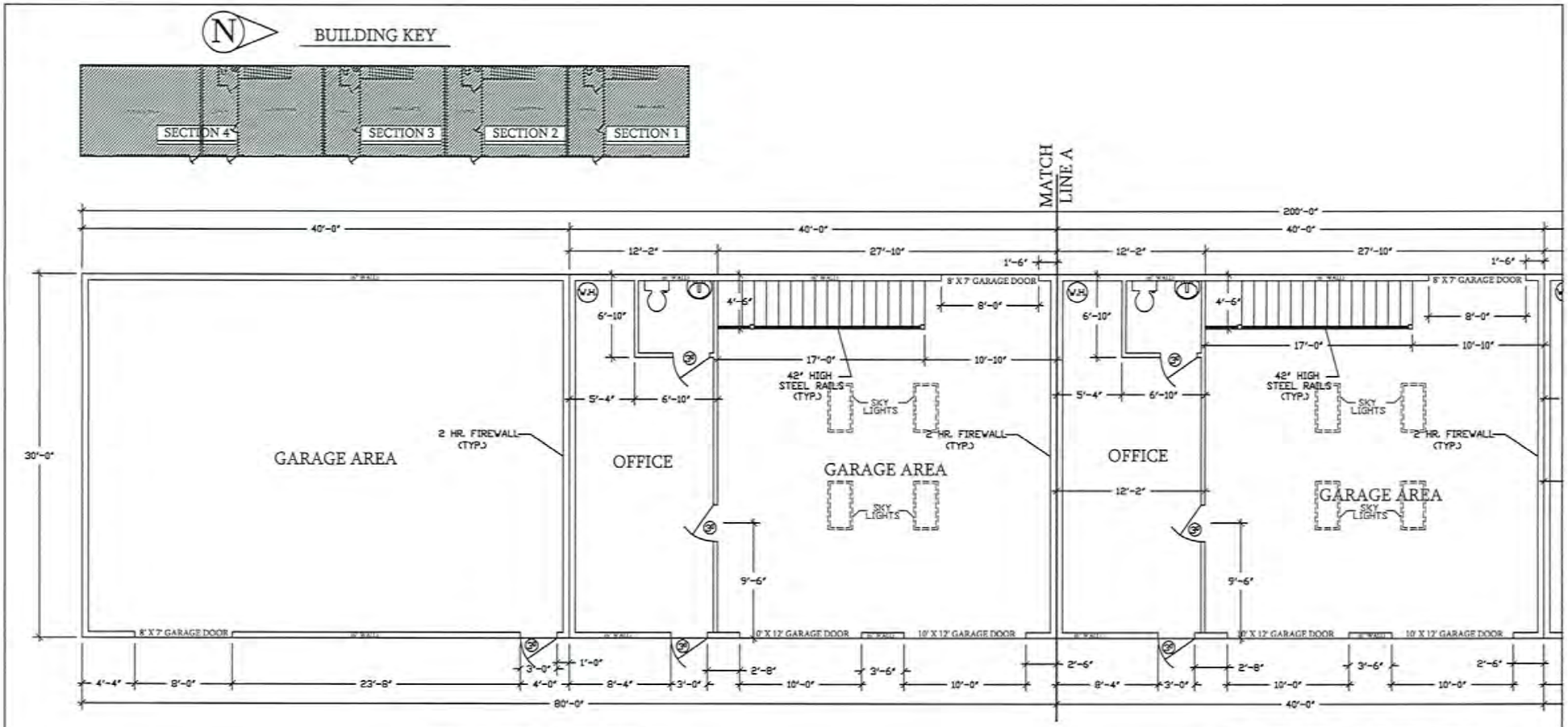
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0162 JONTUE ECHAVARRIA

Rezoning Request Site Photo

JONTUE ECHAVARRIA & VERONICA VILLARREAL

614 West Orange Avenue



FIRST FLOOR PLAN SECTION 4
SCALE: 1/8" = 1'-0"

FIRST FLOOR PLAN SECTION 3
SCALE: 1/8" = 1'-0"

AREAS:	
FIRST FLOOR LIVING	6,000 SQ. FT.
SECOND FLOOR LIVING	2,400 SQ. FT.
TOTAL	8,400 SQ. FT.

RECEIVED
By
OCT 06 2023

MAR-BET DRAFTING & DESIGN
McALLEN, TEXAS
TEL. (956) 905-9591

PLANS FOR: LOT 10
281 ESTATE
SUBDIVISION

PAGE NO. 2/17
PLAN NO. 22-2152

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OCT 06 2023
By

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0162

Date: 10-6-23

1. Property Owner (required): Jorge Echavarria & Veronica Villarreal 2. Phone: 956-207-2189
3. Mailing Address: 129 Mesquite Dr.
4. City: San Juan State: TX Zip: 78589
5. Owner's Email: Jorgeechavarria@gmail.com 6. Cell No. 956-207-2189
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 614 orange ave Edinburg TX.
13. Legal Description of Property: 14. Property ID(s): _____

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OCT 06 2023
By _____

15. Zone Change: From: residential To: General commercial
16. Existing Land Use: vacant lot
17. Reason for Zone Change: To build commercial warehouses

Jorge Echavarria Veronica Villarreal (Please Print Name)

V. Villarreal Signature

OFFICE USE ONLY

REVIEWED BY Anaisa Licerio DATE RECEIVED 10/6/23

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

ZONING CASE
OWNER NOTIFICATION LIST

PID: 583891
ALCARAZ ACOSTA ALVARO
CALLE CARLOS SALAZAR #54,
COL. CANTARRANAS, TEPALCATEPEC
MICHOACAN, MEXICO 60540

PID: 310324
SALINAS ROBERTO III &
ADELINA C SALINAS
1203 POBLANO LN
EDINBURG, TX 78539-2716

PID: 310291
ECHAVARRIA JONTUE &
VERONICA VILLARREAL
129 MESQUITE DR
SAN JUAN, TX 78589-9733

PID: 310289
YANEZ NANCY A
604 W ORANGE AVE
EDINBURG, TX 78541-9332

PID: 310294
GONZALEZ CLEMENCIA S
802 W ORANGE AVE
EDINBURG, TX 78541-9145

PID: 310293
TORRES JESUS & EVA
704 W ORANGE AVE
EDINBURG, TX 78541-8361

PID: 310325
MARIN JORGE
1307 TANGLEWOOD DR
EDINBURG, TX 78539-7453

PID: 816705
EDINBURG ECONOMIC DEV CORP
415 W UNIVERSITY DR
EDINBURG, TX 78539

PID: 717097
GARZA RICHARD A
3910 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-9308

PID: 730019
PETERSON CAROLYN
702 W ORANGE AVE
EDINBURG, TX 78541-8361

PID: 310290
ZARATE HERALIO JR &
CELESTINA C
610 W ORANGE AVE
EDINBURG, TX 78541-9332

PID: 310323
SOTO HOMERO
703 W ORANGE AVE
EDINBURG, TX 78541-8303

PID: 310292
FERGUSON CAROLYN
LAVERNE
2901 W BUS 83 # 79
MCALLEN, TX 78501

PID: 310279
JOBE JACKIE JUSTIN
411 W ORANGE AVE
EDINBURG, TX 78541

PID: 310322
CANTU PABLO
805 W ORANGE AVE
EDINBURG, TX 78541

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 10, 281 ESTATES SUBDIVISION, LOCATED AT 614 WEST ORANGE AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 10, 281 Estates Subdivision, Located at 614 West Orange Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, General (CG) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 5, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and to add it to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
PUBLIC HEARINGS
Agenda Item No: 8.B.
3511 Monette Street

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Renewal of the Special Use Permit for a Licensed Child Care Home, Being Lot 2, Las Villas at Autumn Ridge Subdivision, Located at 3511 Monette Street, as Requested by Yadira P. Casillas Leonel. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the west side of Monette Street, approximately 85 ft. south of West Wisconsin Road and currently has a home on the property. The tract has 50 ft. of frontage along Monette Street and a depth of 110.32 ft. for a tract size of 5,516 sq. ft. The approval of the Special Use Permit will allow for a Licensed Child Care Home.

A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years of age plus six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Monday thru Friday from 7:00 A.M. to 6:00 P.M.

The property is currently zoned Residential Primary (RP) District. The surrounding zoning in the area is Residential Primary (RP) District to the north, south, and east and Commercial General (CG) District to the west. The surrounding area consists of residential and commercial uses.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Special Use Permit.

3. **Staff's Recommendation:**
Staff recommends approval of the Renewal of the Special Use Permit for a Licensed Child Care Home. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility,signage and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 12/05/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Special Use Permit for a Licensed Child Care Home
APPLICANT:	Yadira P. Casillas Leonel
AGENT:	N/A
LEGAL:	Being Lot 2, Las Villas at Autumn Ridge
LOCATION:	Located at 3511 Monette Street
LOT/TRACT SIZE:	5516 square feet
CURRENT USE OF PROPERTY:	Residential / Licensed Child Care Home
PROPOSED USE OF PROPERTY:	Licensed Child Care Home
EXISTING LAND USE	Urban Uses
ADJACENT ZONING:	North - Residential Primary (RP) District South - Residential Primary (RP) District East - Residential Primary (RP) District West - Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Auto-Urban Uses
PUBLIC SERVICES:	City of Edinburg Water and Sewer
RECOMMENDATION:	Staff recommends approval of the Renewal of the Special Use Permit for a Licensed Child Care Home. A comprehensive evaluation is on the following page (s).

SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME
YADIRA P. CASILLAS LEONEL

EVALUATION

The following is staff's evaluation of the request:

A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years. Child day care can be provided for six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Mondays thru Fridays from 7:00 A.M. to 6:00 P.M.

Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for a child care facility in the community. The City does not enforce deed restrictions; the applicant was advised to check for any restrictions to ensure that the proposed use is not in conflict with them.

Staff is recommending approval of the Special Use Permit. If approved, staff recommends the following conditions for the proposed Licensed Child Care Home as stated in Unified Development Code (UDC) Section 2.203 of the Unified Development Code:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.

2. The Licensed Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.

3. No more than 1 non-related person who does not reside on the premises shall be employed.

4. A sign advertising the service shall be limited to one sign. It shall not exceed four (4) square feet in size. **Lighted and portable signs shall be prohibited at this location.**

5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.

6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Licensed Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Registered Child Care Home.

7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.

8. The applicant provides two (2) additional parking spaces for applicant's vehicles.

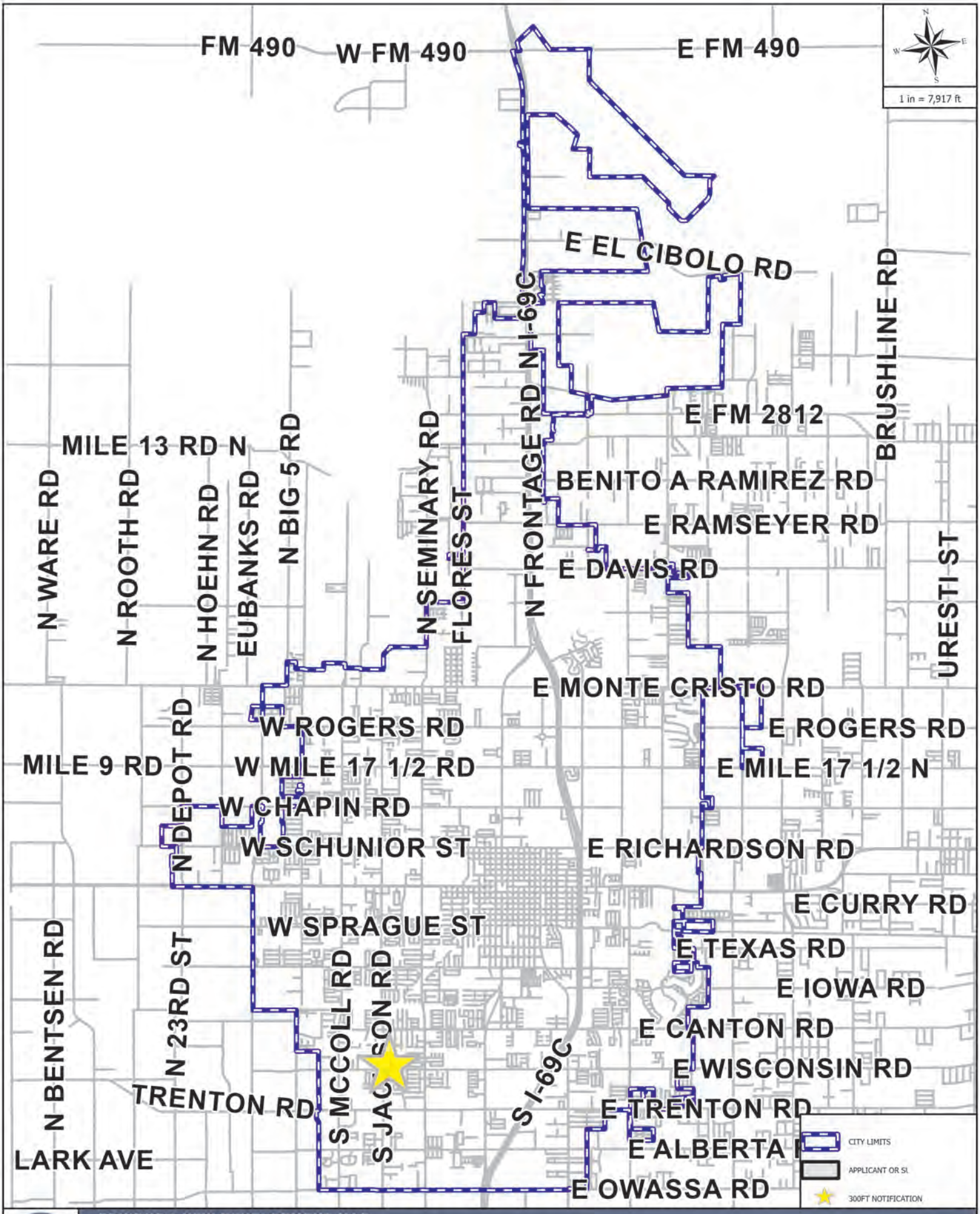
9. Renewals shall be reviewed as original applications for the first year after the original approval. This applciaiton is the second review and should be approved indefinitely and a application for

renewal shall be made thirty (30) days before permit expires on **September 2, 2024**. A fifty dollar ($50.00) fee is required for renewal.

Staff recommends approval of the Renewal of the Special Use Permit for a Licensed Child Care Home. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

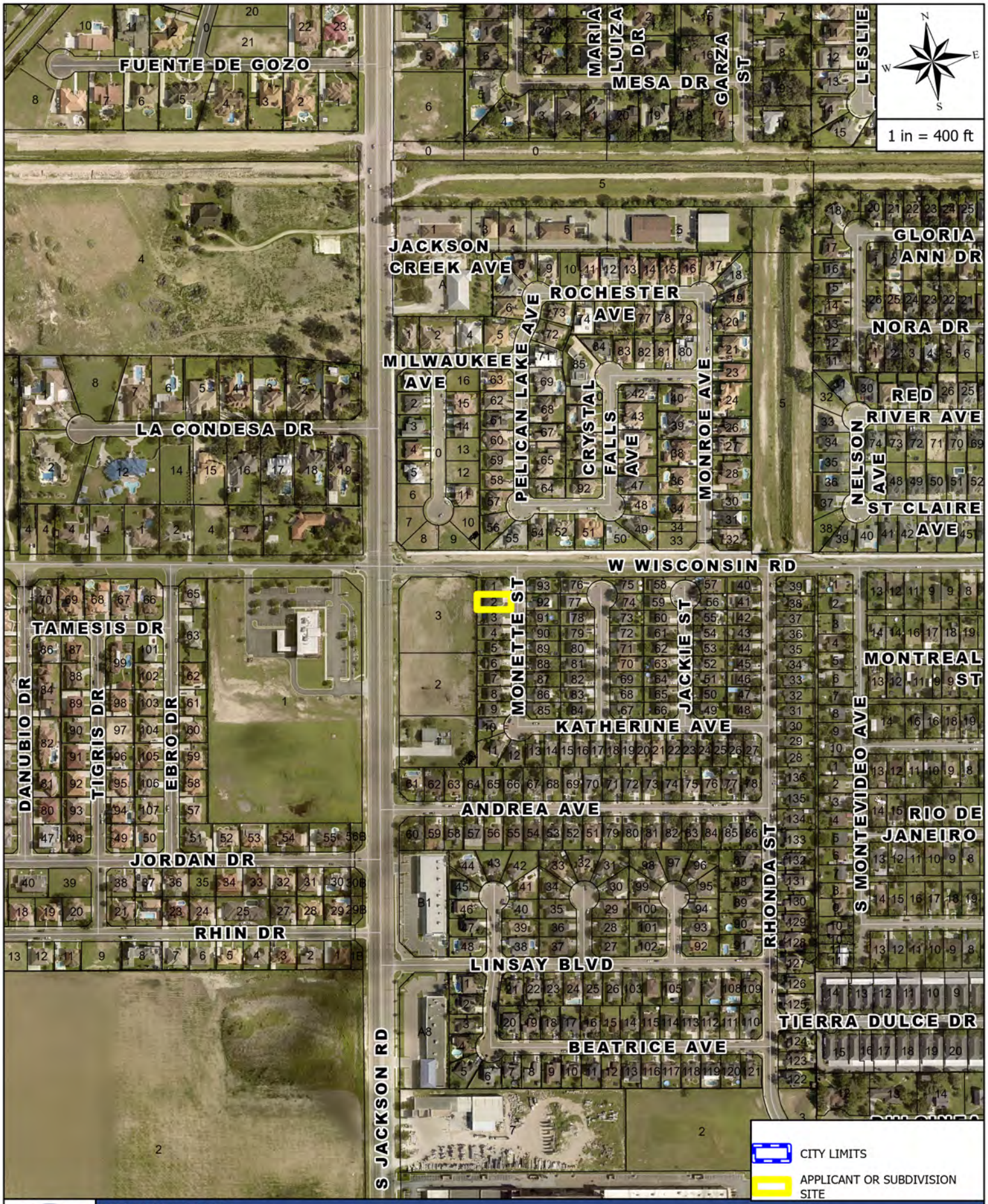
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

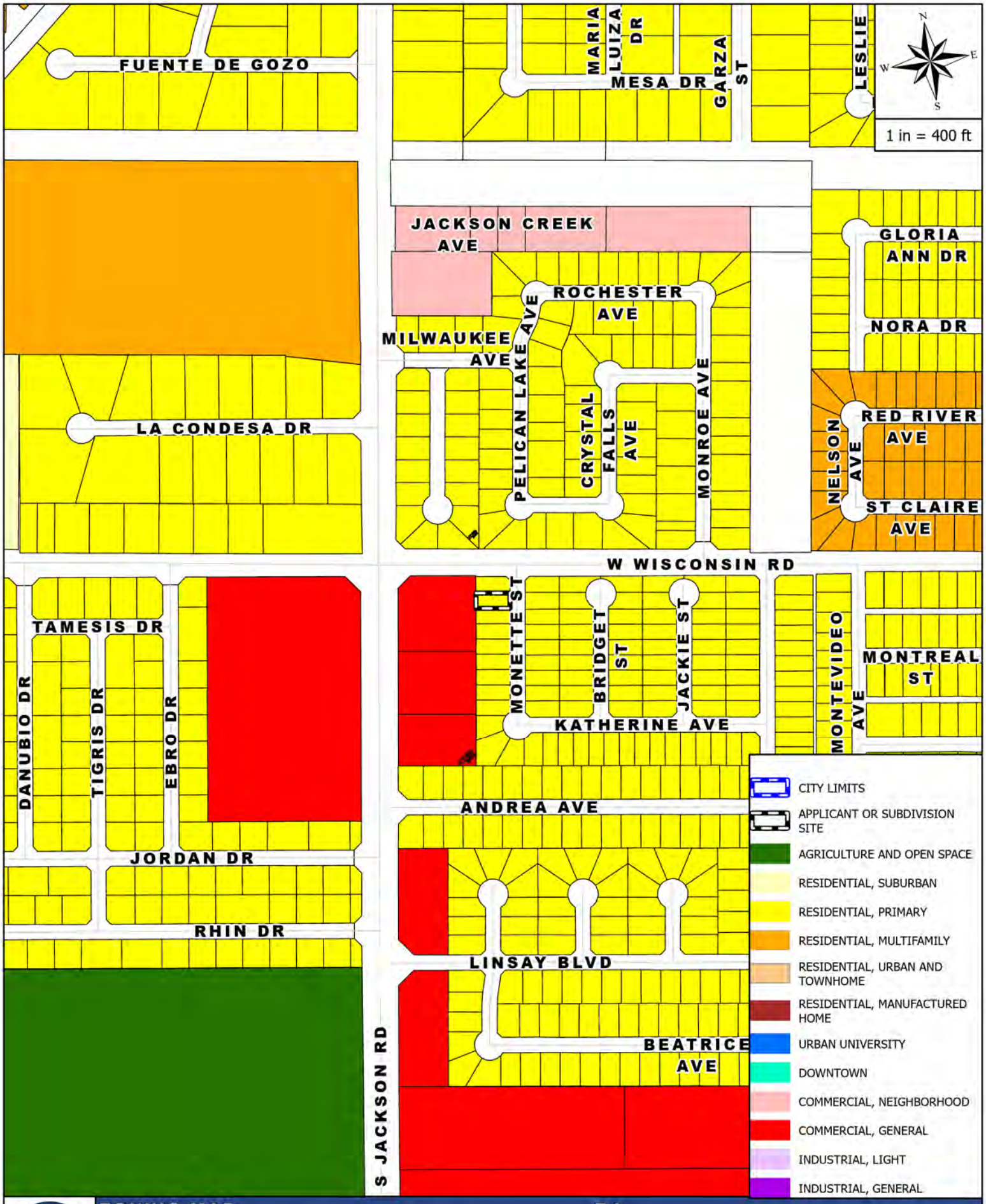
USE-2023-0001 JOYS DAYCARE LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

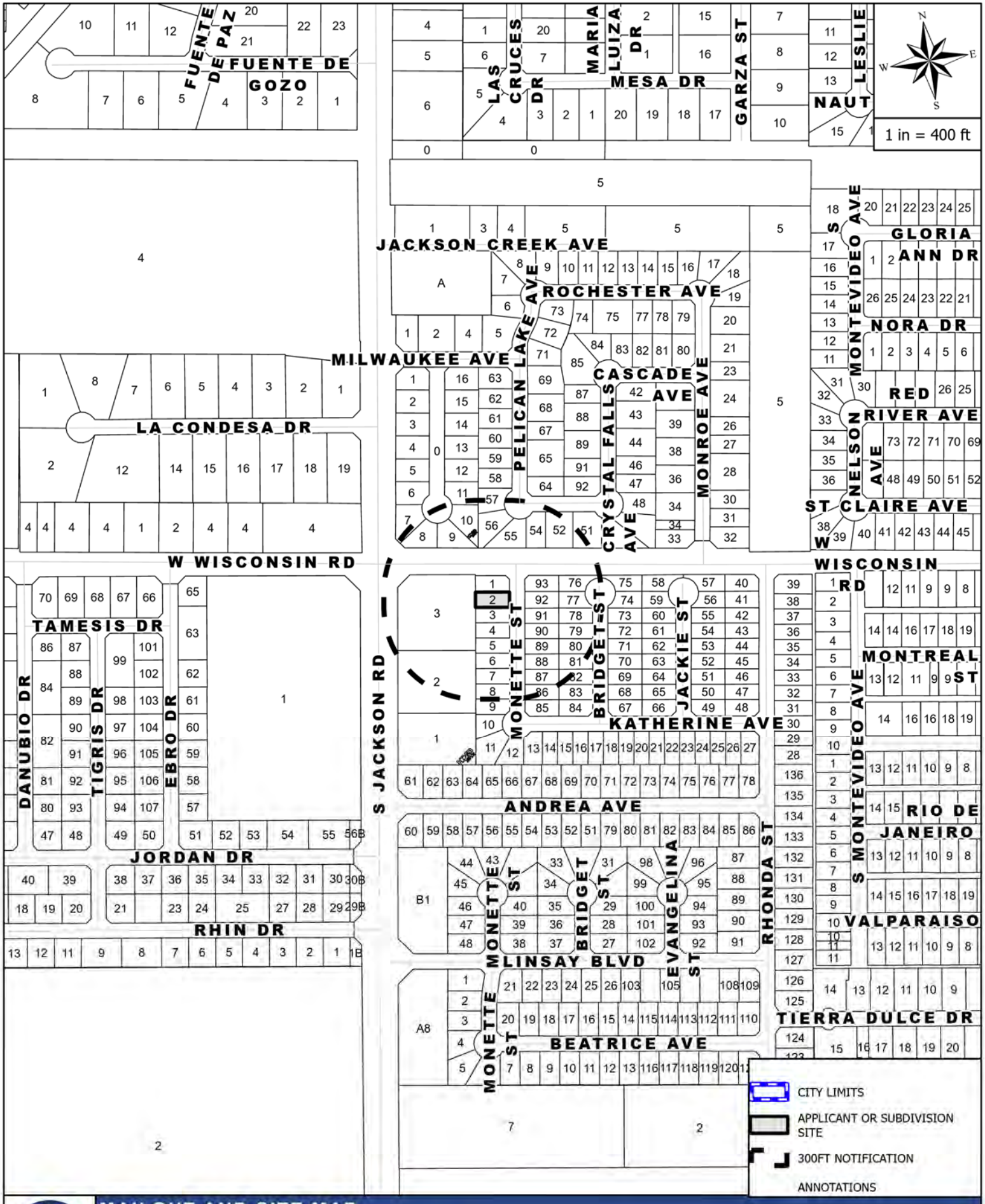
USE-2023-0001 JOYS DAYCARE LLC



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

USE-2023-0001 JOYS DAYCARE LLC



MAILOUT AND SITE MAP

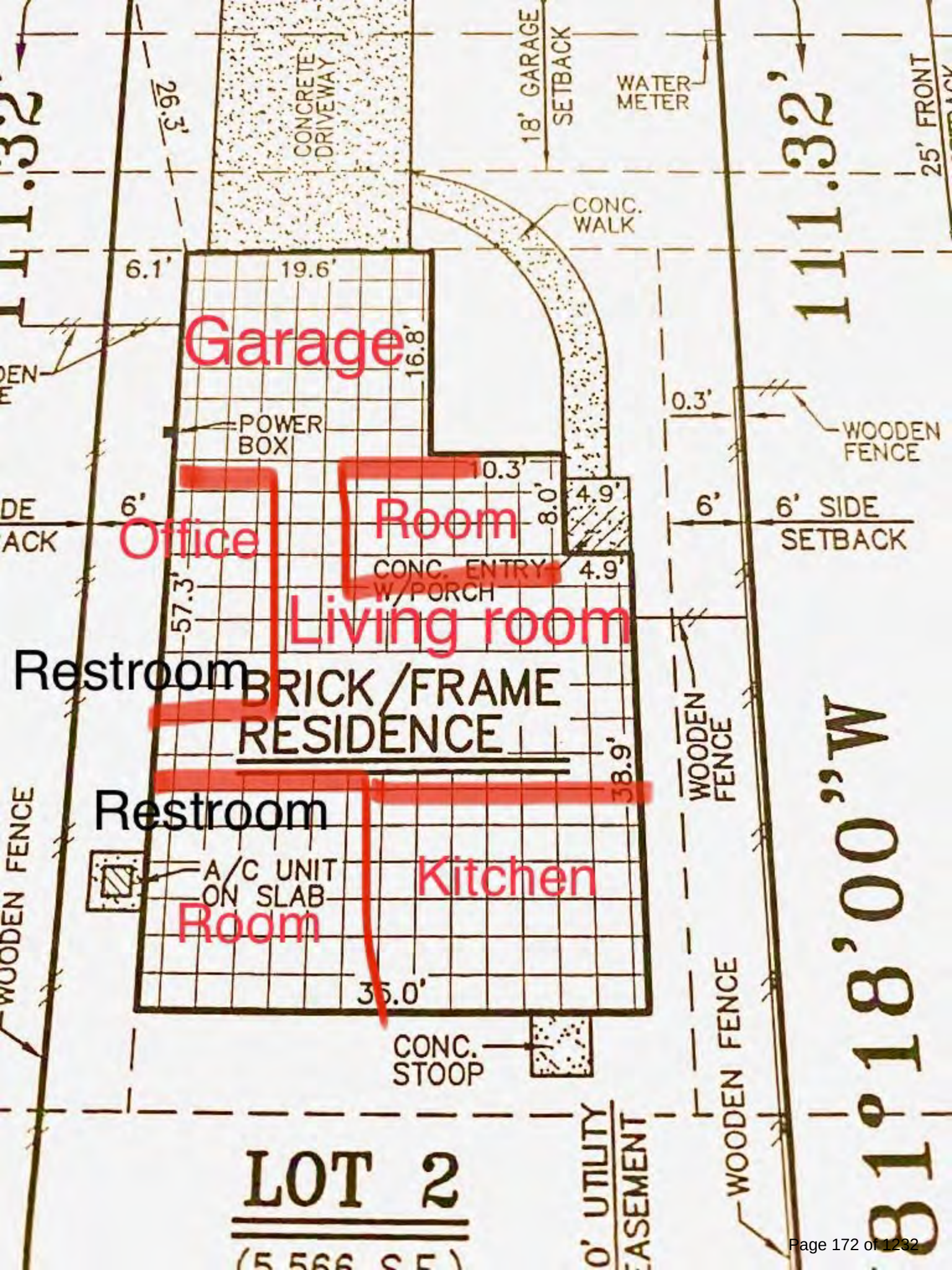
APPLICANT AND/OR SUBDIVISION:

USE-2023-0001 JOYS DAYCARE LLC

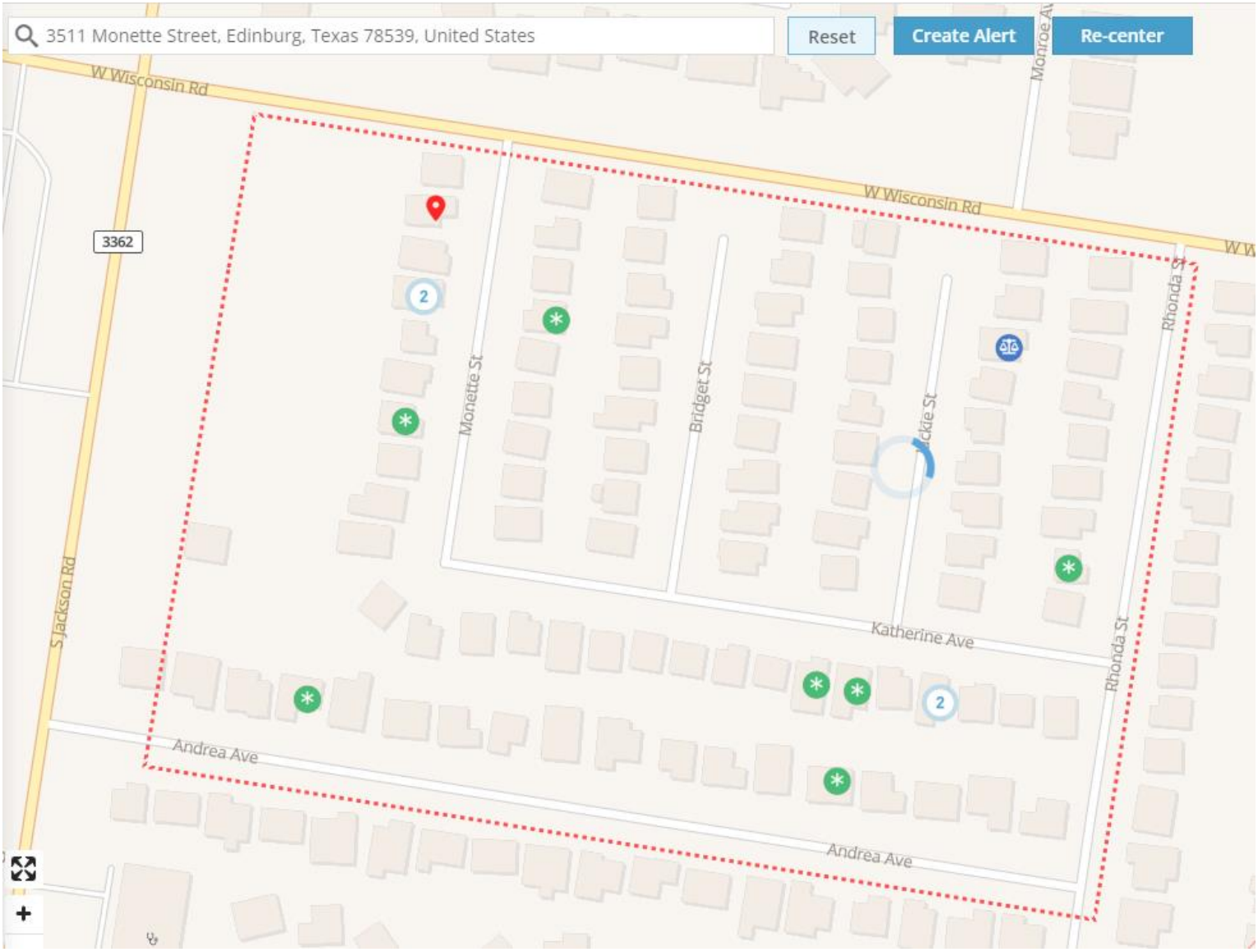
Special Use Permit Daycare Site Photo

YADIRA P. CASILLAS LEONEL

3511 Monette Street



CONCRETE DRIVEWAY
18' GARAGE SETBACK
WATER METER
25' FRONT
26.3'
111.32'
CONC. WALK
6.1'
19.6'
Garage
16.8'
POWER BOX
0.3'
WOODEN FENCE
10.3'
8.0'
4.9'
6'
6' SIDE SETBACK
Office
Room
CONC. ENTRY W/PORCH
4.9'
57.3'
Living room
Restroom
BRICK/FRAME RESIDENCE
38.9'
WOODEN FENCE
Restroom
A/C UNIT ON SLAB
Kitchen
Room
35.0'
CONC. STOOP
WOODEN FENCE
LOT 2
(5,566 S.F.)
0' UTILITY EASEMENT
WOODEN FENCE
81°18'00"W



HARASSMENT – 1
SUSPICIOUS PERSON/VEHICLE - 3
CRIMINAL MISCHIEF - 1
FRAUD - 1
THEFT - 2
BURG OF HAB - 1
NOISE COMPLAINT - 1
THEFT-LARCENY ALL TYPES - 1
ASSAULT-BODILY INJURY - 1

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Special Use Permit Application:
Family Home Daycare

ENERGOV CASE # ~~SPCL-2023-0032~~ USE-2023-0001

APPLICATION TYPE: Renewal - Joy's Daycare LLC

1. APPLICANT INFORMATION (PLEASE PRINT)

Date: Oct-2-2023

Yadira P. Casillas Leonel — (956) 651-2389
Applicant's Name — Phone No:

3511 Monette St. Edinburg — Tx — 78539
Mailing Address — City — State — Zip

yadira.casillas82@hotmail.com
Email Address

IF APPLICANT IS DIFFERENT THAN OWNER, ATTACH LETTER OF AUTHORIZATION FROM OWNER.

Property Owner's Name — Phone No:

Mailing Address — City — State — Zip

Email Address

2. PROPERTY INFORMATION (PLEASE PRINT)

Property Address/Location: 3511 Monette st, Edinburg Tx 78539

Legal Description: Lot(s) 2 Block N/A Subdivision Las Villas @ Autum Ridge

Zoning: Primary Residential

7:30 Am to 6:00pm — 1 — 4
PROPOSED DAYS & HOURS OF OPERATION — No. OF VEHICLES OWNED BY RESIDENTS — No. OF PARKING SPACES AVAILABLE

3. ATTEST

AS OWNER/AGENTS FOR THE ABOVE DESCRIBED PROPERTY, I/WE, HEREBY REQUEST A HEARING BEFORE THE PLANNING AND ZONING COMMISSION.

APPLICANT'S SIGNATURE — Oct-02-2023 DATE

DEADLINE: Oct. 9. 23 RECEIPT NO.: R02225562 RECEIVED BY: _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 4:00 P.M.: NOV. 14. 23

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: Dec. 5. 23

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

RECEIVED
OCT 02 2023
By PH2 I.2.

ZONING CASE
OWNER NOTIFICATION LIST

PID: 682180
CANTU ERIK A & MELISSA
3506 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682178
LAZO-MARTINEZ INVESTMENTS LP
101 E EMORY AVE
MCALLEN, TX 78504-5671

PID: 682169
AGUILA JAVIER
3607 BRIDGET ST
EDINBURG, TX 78539-3148

PID: 682179
GARZA ROEL
3512 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682177
LIM ARIEL T & IVY L
3524 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682170
RODRIGUEZ JOSE T &
EMMA D
3613 BRIDGET ST
EDINBURG, TX 78539-3148

PID: 682168
TANGUMA ADRIAN
& MARISA VALDEZ
3601 BRIDGET ST
EDINBURG, TX 78539-3148

PID: 682167
MANN BRET L
3531 BRIDGET ST
EDINBURG, TX 78539-3147

PID: 682166
GARCIA DAVID JESUS
3525 BRIDGET ST
EDINBURG, TX 78539-3147

PID: 682177
LIM ARIEL T & IVY L
3524 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682170
RODRIGUEZ JOSE T &
EMMA D
3613 BRIDGET ST
EDINBURG, TX 78539-3148

PID: 682163
LAZO-MARTINEZ INVESTMENTS LP
101 E EMORY AVE
MCALLEN, TX 78504-5671

PID: 682092
SALDIVAR MONICA SUSANA
3529 MONETTE ST
EDINBURG, TX 78539-3138

PID: 682090
GUTIERREZ DIANA IVETTE
3517 MONETTE ST
EDINBURG, TX 78539-3138

PID: 682093
BARRETT CAROL L & FRANK L
PO BOX 70865
MYRTLE BEACH, SC 29572-0033

PID: 682180
CANTU ERIK A & MELISSA
3506 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682178
LAZO-MARTINEZ INVESTMENTS LP
101 E EMORY AVE
MCALLEN, TX 78504-5671

PID: 682169
AGUILA JAVIER
3607 BRIDGET ST
EDINBURG, TX 78539-3148

ZONING CASE
OWNER NOTIFICATION LIST

PID: 682165
ZAPATA-MOYA JESSICA
& RAMIRO MOYA JR II
3519 BRIDGET ST
EDINBURG, TX 78539

PID: 682164
TORRES RICARDO M
PO BOX 3566
MCALLEN, TX 78502-3566

PID: 682089
CARDENAS JUAN A ANZALDUA
& YADIRA P CASILLAS LEONEL
3511 MONETTE ST
EDINBURG, TX 78539

PID: 682167
MANN BRET L
3531 BRIDGET ST
EDINBURG, TX 78539-3147

PID: 682166
GARCIA DAVID JESUS
3525 BRIDGET ST
EDINBURG, TX 78539-3147

PID: 682165
ZAPATA-MOYA JESSICA
& RAMIRO MOYA JR II
3519 BRIDGET ST
EDINBURG, TX 78539

PID: 682164
TORRES RICARDO M
PO BOX 3566
MCALLEN, TX 78502-3566

PID: 682089
CARDENAS JUAN A ANZALDUA
& YADIRA P CASILLAS LEONEL
3511 MONETTE ST
EDINBURG, TX 78539

PID: 716551
THOTTUKADAVIL JOSE ANTONY
& ALPHONSA JOSE THOTTUKADAVIL
3407 PELICAN LAKE AVE
EDINBURG, TX 78539-1826

PID: 682179
GARZA ROEL
3512 MONETTE ST
EDINBURG, TX 78539-3150

PID: 682091
GRACIA GINNA MELISSA
2101 W 41ST
MISSION, TX 78573-5052

PID: 682168
TANGUMA ADRIAN
& MARISA VALDEZ
3601 BRIDGET ST
EDINBURG, TX 78539-3148

PID: 816010
PARK PLAZA LLC
106 E ITHACA AVENUE
MCALLEN, TX 78501

PID: 816009
PARK PLAZA LLC
106 E ITHACA AVENUE
MCALLEN, TX 78501

PID: 716546
SAMTANI SHANT KUSH
& MAHIMA BAZAZ
2008 TURTLE LAKE AVE
EDINBURG, TX 78539-1827

PID: 716545
GOBBI TARSO LEITE
& KENNY ELUANE ZANETTE
2004 TURTLE LAKE AVE
EDINBURG, TX 78539

PID: 716548
ARIZPE JOAQUIN V & ERIKA I
2010 TURTLE LAKE AVE
EDINBURG, TX 78539-1827

PID: 716587
MADISON PARK HOMEOWNERS
ASSOCIATION
ATTN: HOMEKEY PROPERTY MANAGEMENT
PO BOX 4481
EDINBURG, TX 78540-4481

ZONING CASE
OWNER NOTIFICATION LIST

PID: 716550
CASTRO EDWARD
& ELIZABETH
3409 PELICAN LAKE AVE
EDINBURG, TX 78539-1826

PID: 716549
THOMAS JESSY V & JOJO
2012 TURTLE LAKE AVE
EDINBURG, TX 78539-1827

PID: 1126654
SEGOVIA INVESTMENT GROUP LLC
5412 N 29TH LANE
MCALLEN, TX 78504-5126

PID: 1126653
OCHOA ALESSANDRA A
3603 DANUBIO DR
EDINBURG, TX 78539-4725

PID: 1126652
OCHOA LTD
1002 S 10TH AVE STE A
EDINBURG, TX 78539-5514

PID: 1126645
MADISON PARK
SUBDIVISION ASSOCIATION INC
3405 MONROE AVE
EDINBURG, TX 78539

PID: 682088
ALANIS SANDRA A
& EVANIVALDO LOPEZ
3505 MONETTE ST
EDINBURG, TX 78539-3138

PID: 682176
RAFOLS JEAN F
2418 E GLORIA ST
WEST COVINA, CA 91792-2148

PID: 1126656
DLORM LAURA LYDIA & RAUL
3408 MADISON AVE
EDINBURG, TX 78539-1806

PID: 1126655
ESCOBAR MARCOS A
& VICTORIA A
419 BENITES ST
EDINBURG, TX 78539-7909

PID: 682173
GOMEZ EVERARDO III
& ERIKA ANN CASTANEDA
3616 MONETTE ST
EDINBURG, TX 78539-3149

PID: 682096
PATINO FLORENTINO III
PO BOX 188
MCALLEN, TX 78505-0188

PID: 682095
RODRIGUEZ STEVE
3615 MONETTE ST
EDINBURG, TX 78539-3139

PID: 682094
RAGHAVEN EUGENE
9418 PEARL CREEK LN
KATY, TX 77494

PID: 682174
CANDANOSA GUSTAVO
& SONIA ESCOBEDO
3135 SCOTLAND DR APT NO2
EDINBURG, TX 78539-2284

ORDINANCE NO. _____

AN ORDINANCE GRANTING A RENEWAL SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME TO PROVIDE CARE FOR NO MORE THAN SIX (6) CHILDREN FROM BIRTH THROUGH THIRTEEN (13) YEARS PLUS SIX (6) ADDITIONAL AFTER SCHOOL CHILDREN, THE TOTAL NUMBER OF CHILDREN MUST NOT EXCEED TWELVE (12) AT ANY GIVEN TIME, FOR LOT 2, LAS VILLAS AT AUTUMN RIDGE SUBDIVISION, LOCATED AT 3511 MONETTE STREET, AS PROVIDED IN ARTICLE 2; SECTION 2.203 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Yadira P. Castillas Leonel has applied for a Special Use Permit under Article 2, Section 2.203 of the Unified Development Code of the City of Edinburg for a Child Care Home (Licensed Child Care Home which is defined as the primary caregiver that provides regular care in the caregiver's own home for no more than six (6) children from birth through thirteen (13) years plus six (6) additional after school children, the total number of children must not exceed twelve (12) at any given time; and

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the granting of a Special Use Permit for the said property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That the Special Use Permit under Section 2.203 of the Unified Development Code of the City of Edinburg, Texas, be granted to Yadira P. Castillas Leonel for a Licensed Child Care Home, for Lot 2, Las Villas at Autumn Ridge Subdivision, located at 3511 Monette Street, subject to the following conditions:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.

2. The Registered Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.

3. No more than one non-related person who does not reside on the premises shall be employed.

4. A sign advertising the Child Care Home shall not exceed four (4) square feet in size. **Lighted or portable signs shall be prohibited at this location.**

5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.

6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Licensed Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Licensed Child Care Home.

7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.

8. The applicant provides two (2) additional parking spaces for applicant's vehicles.

9. Renewals shall be reviewed as original applications for the first year after the original approval. An application to renew the special use permit shall be made thirty (30) days before the permit expires. Permit renewal must be made on or by **September 2, 2024**. A fifty dollar ($50.00) fee is required for renewal.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM,P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
ORDINANCES
Agenda Item No: 9.A.
3661 East Canton Road

1. **Agenda Item:**
Consider Ordinance Providing for the Voluntary Annexation of 18.334 Acres, More or Less, Out of Lots 14 and 15, Block 59, Alamo Land and Sugar Company Subdivision, Volume 1, Page 24-26, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 3661 East Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 18.334-acre tract is currently vacant and is located 3,770 feet east of South Raul Longoria Road and is adjacent to the City Limits of Edinburg. Utility Services will be provided by North Alamo Water Supply Corporation CCN, and City of Edinburg Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Preliminary Plat Application for Canton Hills Subdivision at the subject property for a multi-family development which was approved by the Planning and Zoning Commission on June 15, 2023. The City also received a variance request to the City's Unified Development Code Section 3.102-1 Single-Family Detached Lot and Building Standards, Lot Width and Table 4.204-1 Bufferyard Classification, Class A, This request was recommended for approval by the Planning and Zoning Commission on November 14, 2023. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. The Petition for Voluntary Annexation was approved at the City Council meeting on October 17, 2023. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the December 5, 2023, regular meeting.

3. **Staff's Recommendation:**
Staff recommends approval of the ordinance for the Voluntary Annexation of 18.334 acres, more or less, out of Lots 14 and 15, Block 59, Alamo Land and Sugar Company Subdivision, Volume 1, Page 24-26, Hidalgo County Map Records, City of Edinburg, Texas. The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

Case #ANNX-2023-0008

THE CITY OF Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Petition for Voluntary Annexation

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

18.334 Acres out of Lots 14 and 15 , Block 59 Alamo Land and Sugar Company Subdivision Volume 1, Pages 14-26
Please view Exhibit A & B

Mario A. Reyna - Authorized Agent

Owner's Name (Print)

Owner (Signature)

July 17, 2023

Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Mario A. Reyna**, whom stated upon his oath the following:

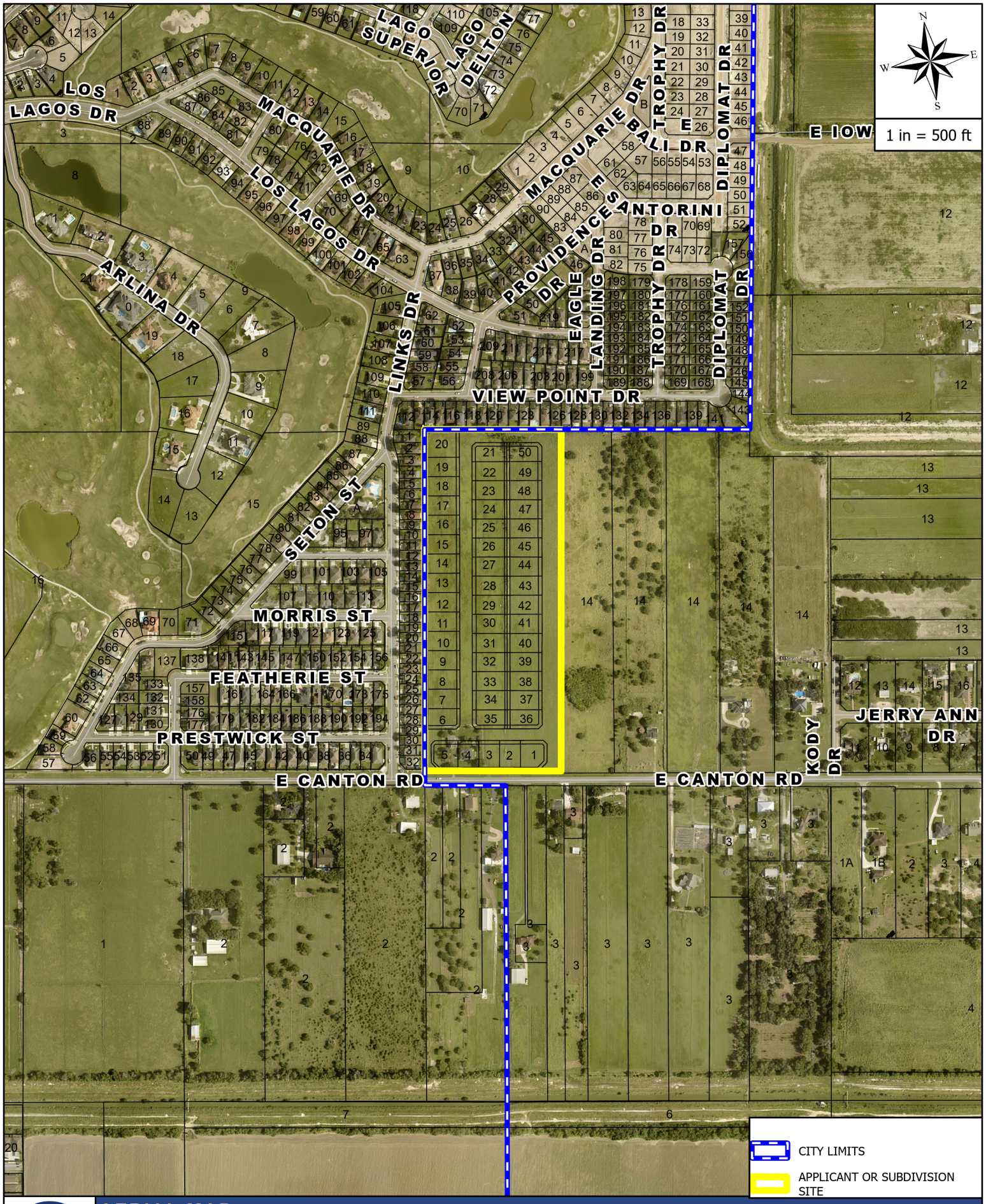
My name is* Mario A. Reyna*, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 17 day of July, 20 23 .

Notary Public in and for the State of Texas

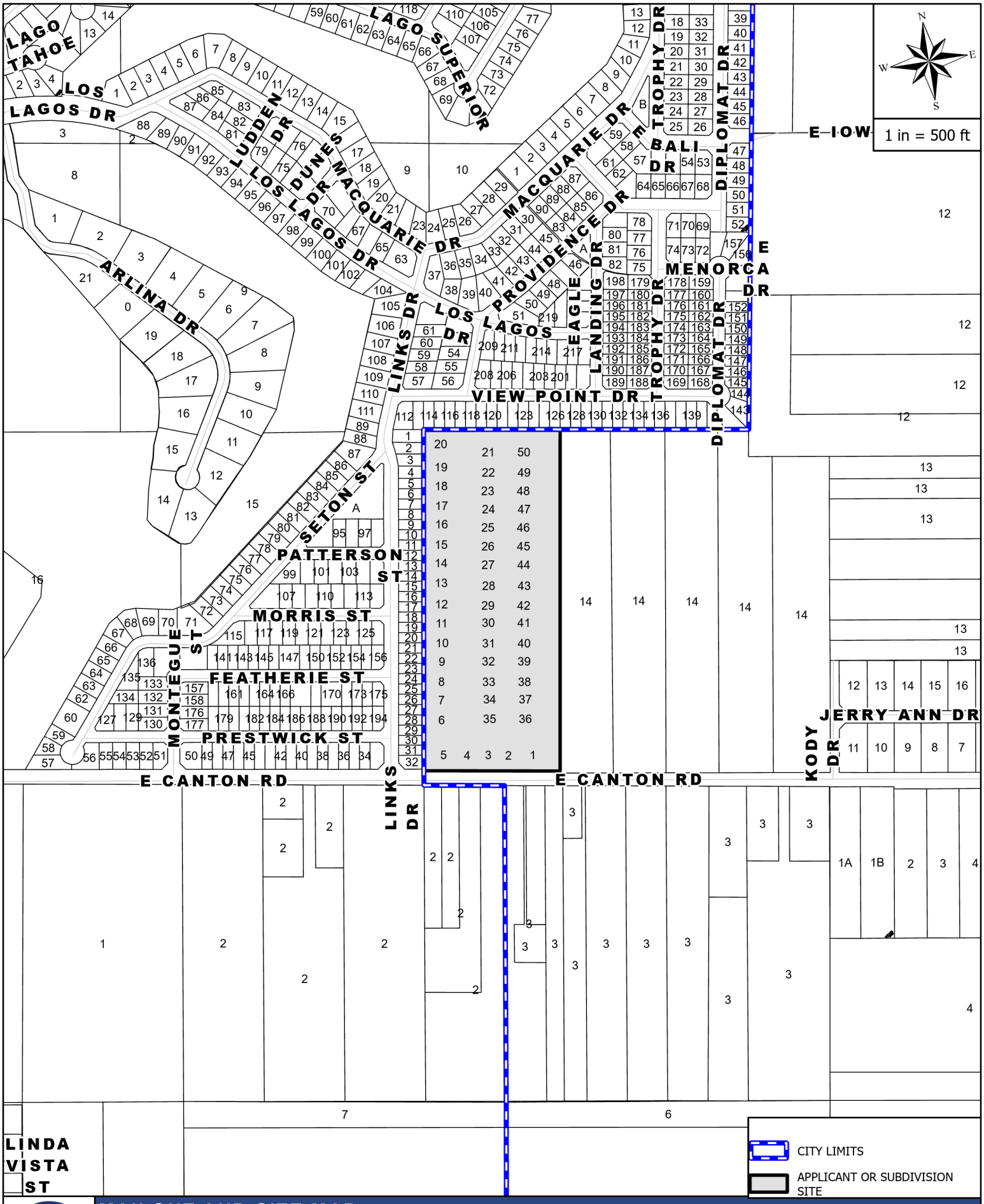
NOTARY PUBLIC STATE OF TEXAS
VALERIA LIZETTE GARZA
Notary Public, State of Texas
Comm. Expires 01/03/2027
Notary ID 134124614



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

CANTON HILLS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

CANTON HILLS

Revised: May 1, 2023
April 17, 2023

METES AND BOUNDS DESCRIPTION
18.334 ACRES
OUT OF LOTS 14 AND 15, BLOCK 59,
ALAMO LAND & SUGAR COMPANY SUBDIVISION
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS

A tract of land containing 18.334 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lots 14 and 15, Block 59, Alamo Land & Sugar Company Subdivision, according to the plat thereof recorded in Volume 1, Pages 24-26, Hidalgo County Map Records, which said 18.334 acres is out of a certain tract conveyed to Carlos Michael Reyes, by virtue of a Warranty Deed recorded under Document Number 2871275 and an Enhanced Life Estate Deed recorded under Document Number 3258647, Hidalgo County Official Records, said 18.334 acres also being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 15, Block 59, and within the existing right-of-way of Canton Road;

THENCE, S 81° 27' 10" E along the South line of said Lot 15, Block 59 and within the existing right-of-way of Canton Road, a distance of 990.00 feet, to a Nail set at the Southeast corner of Los Lagos Phase IV according to the plat thereof recorded in Volume 49, Pages 2-4, Hidalgo County Map Records, for the POINT OF BEGINNING, and Southwest corner of this tract;

1. THENCE, N 08° 32' 50" E along the East line of said Los Lagos Phase IV, at a distance of 30.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, continuing a total distance of 1,430.31 feet to a No. 4 rebar set on the North line of said Lot 15, Block 59, and the Northeast corner of said Los Lagos Phase IV, and the South line of Los Lagos Phase III according to the plat thereof recorded in Volume 43, Page 53, Hidalgo County Map Records, for the Northwest corner of this tract;

2. THENCE, S 81° 23' 25" E along the North line of said Lot 15, Block 59, and the South line said Los Lagos Phase III at a distance of 330.00 feet pass the Northeast corner of said Lot 15, Block 59 and the Northwest corner of said Lot 14, Block 59, continuing a total distance of 558.49 feet, to a No. 4 rebar set, from which a No. 4 rebar found bears N 89° 02' 22" W, a distance of 1.42 feet and a No. 4 rebar found that bears S 64° 16' 05" W, distance of 1.92 feet, for the Northeast corner of this tract;

3. THENCE, S 08° 32' 50" W at a distance of 1,399.70 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, from which a No. 4 rebar found bears N 00° 50' 09" W a distance of 0.93 feet, continuing a total distance of 1,429.70 feet to a Nail set on the South line of said Lot 14, Block 59, for the Southeast corner of this tract;

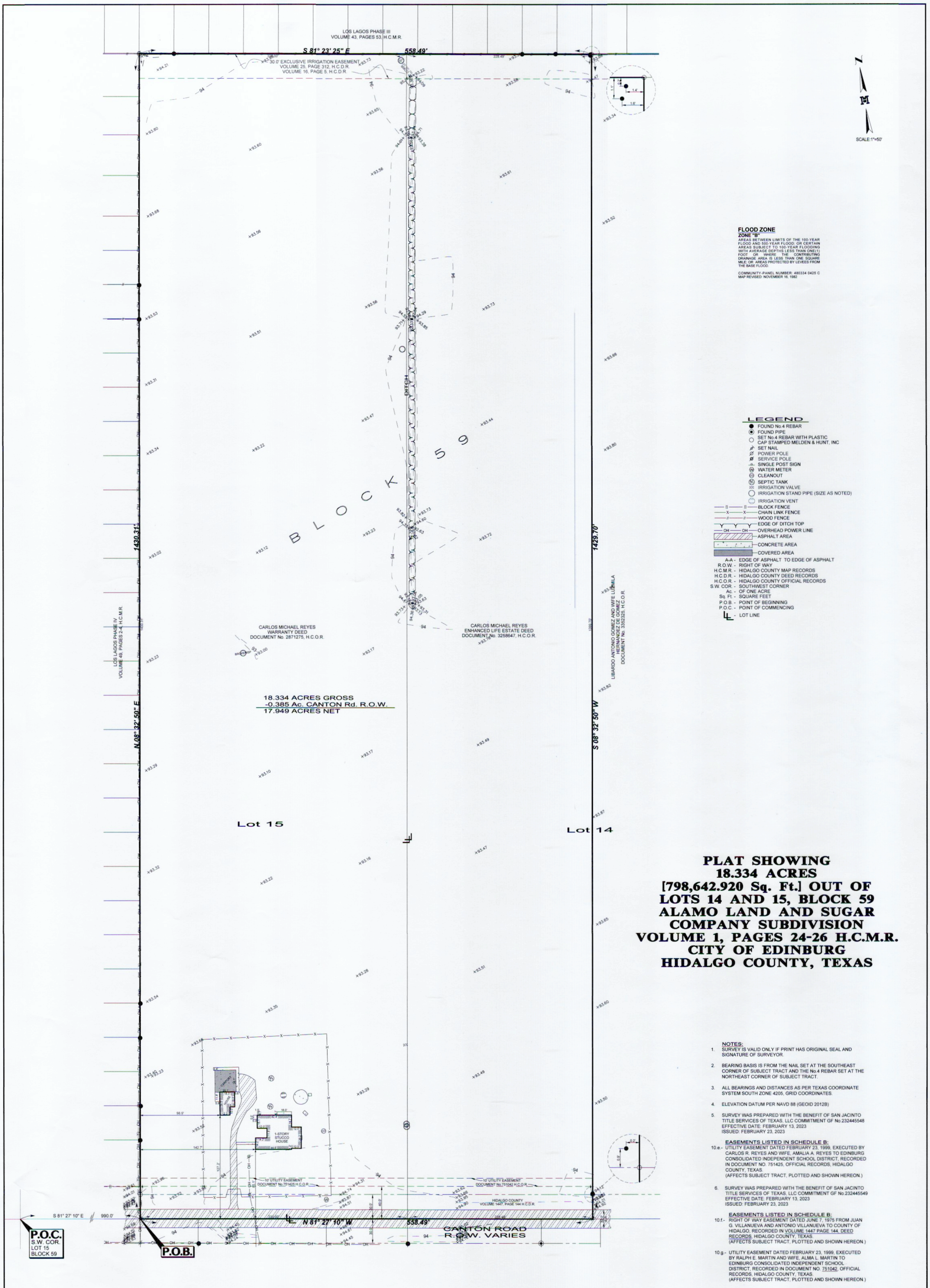
4. THENCE, N 81° 27' 10" W along the South line of said Lot 14, Block 59 and within the existing right-of-way line of Canton Road, at a distance of 228.49 feet pass the Southwest corner of said Lot 14, Block 59 and the Southeast corner of said Lot 15, Block 59, continuing a total distance of 558.49 feet to the POINT OF BEGINNING and containing 18.334 acres of which 0.385 of one acre lies within the existing right-of-way of Canton Road leaving a net of 17.949 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 03/21/2023 UNDER MY DIRECTION AND SUPERVISION.

05/01/2023

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

Z:\Surveys\2023\23385\Metes & Bounds\18.334 Ac. M&B.docx



PLAT SHOWING
18.334 ACRES
[798,642.920 Sq. Ft.] OUT OF
LOTS 14 AND 15, BLOCK 59
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
VOLUME 1, PAGES 24-26 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE NAIL SET AT THE SOUTHEAST CORNER OF SUBJECT TRACT AND THE No.4 REBAR SET AT THE NORTHEAST CORNER OF SUBJECT TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
5. SURVEY WAS PREPARED WITH THE BENEFIT OF SAN JACINTO TITLE SERVICES OF TEXAS, LLC COMMITMENT GF No.232445548 EFFECTIVE DATE: FEBRUARY 13, 2023 ISSUED: FEBRUARY 23, 2023

EASEMENTS LISTED IN SCHEDULE B:

10.e.- UTILITY EASEMENT DATED FEBRUARY 23, 1999, EXECUTED BY CARLOS R. REYES AND WIFE, AMALIA A. REYES TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 751425, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

6. SURVEY WAS PREPARED WITH THE BENEFIT OF SAN JACINTO TITLE SERVICES OF TEXAS, LLC COMMITMENT GF No.232445549 EFFECTIVE DATE: FEBRUARY 13, 2023 ISSUED: FEBRUARY 23, 2023

EASEMENTS LISTED IN SCHEDULE B:

10.f.- RIGHT OF WAY EASEMENT DATED JUNE 7, 1975 FROM JUAN G. VILLANUEVA AND ANTONIO VILLANUEVA TO COUNTY OF HIDALGO, RECORDED IN VOLUME 1447 PAGE 144, DEED RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

10.g.- UTILITY EASEMENT DATED FEBRUARY 23, 1999, EXECUTED BY RALPH E. MARTIN AND WIFE, ALMA L. MARTIN TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 751042, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 3/21/23 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 04/12/2023

STATE OF TEXAS REGISTERED ROBERTO N. TAMEZ 6238 PROFESSIONAL LAND SURVEYOR

JOB No. 23385.08			
DRAWING DATE: 4/17/2023			
DRAWN BY: J.C./B.M.			
File Name: 23385.08			
T-1189, PG. 34			
	REVISION	DATE	BY

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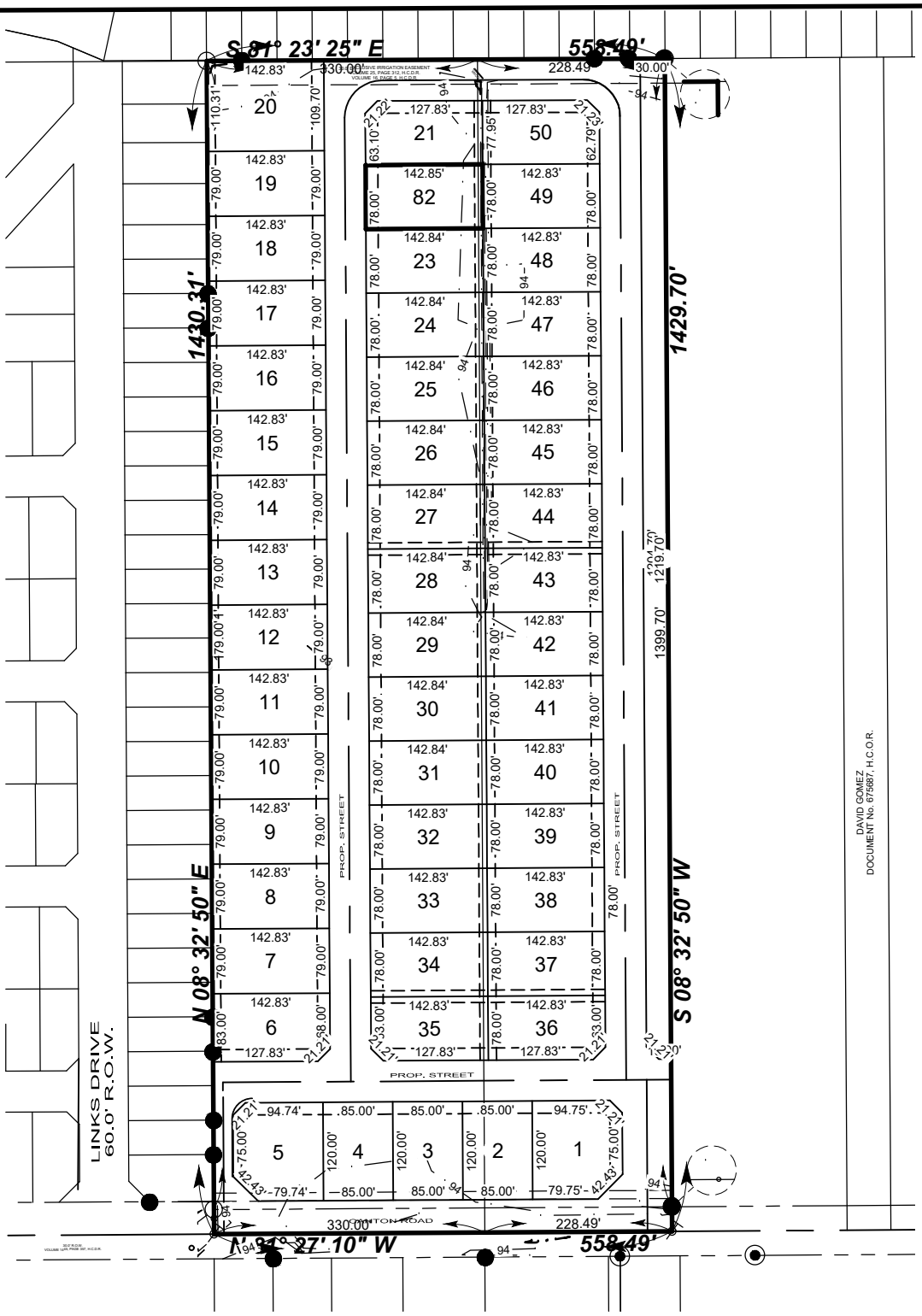
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096900



CANTON HILLS SUBDIVISION

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-, PG.
DATE: 05--01-23
JOB No. 23072
FILE NAME: 23072.00
DRAWN BY: Luz Hdz

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
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ESTABLISHED 1947
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ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 18.334 ACRES, MORE OR LESS, OUT OF LOTS 14 AND 15, BLOCK 59, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, VOLUME 1, PAGE 24-26, HIDALGO COUNTY MAP RECORDS, CITY OF EDINBURG, TEXAS AND IS LOCATED AT 3661 EAST CANTON ROAD, AS REQUESTED BY MELDEN & HUNT, INC.., SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on October 17, 2023, the City Council accepted a petition from City of Edinburg, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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

SECTION I: AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: Upon annexation the herein described property shall be zoned Residential, Multifamily (RM) District by the City Council of the City of Edinburg.

SECTION V: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION VI: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 18.334 acres, more or less, out of Lots 14 and 15, Block 59, Alamo Land and Sugar Company Subdivision, Volume 1, Page 24-26, Hidalgo County Map Records, City of Edinburg, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION VII: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

SECTION VIII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION X: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Revised: May 1, 2023
April 17, 2023

METES AND BOUNDS DESCRIPTION
18.334 ACRES
OUT OF LOTS 14 AND 15, BLOCK 59,
ALAMO LAND & SUGAR COMPANY SUBDIVISION
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS

A tract of land containing 18.334 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lots 14 and 15, Block 59, Alamo Land & Sugar Company Subdivision, according to the plat thereof recorded in Volume 1, Pages 24-26, Hidalgo County Map Records, which said 18.334 acres is out of a certain tract conveyed to Carlos Michael Reyes, by virtue of a Warranty Deed recorded under Document Number 2871275 and an Enhanced Life Estate Deed recorded under Document Number 3258647, Hidalgo County Official Records, said 18.334 acres also being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 15, Block 59, and within the existing right-of-way of Canton Road;

THENCE, S 81° 27' 10" E along the South line of said Lot 15, Block 59 and within the existing right-of-way of Canton Road, a distance of 990.00 feet, to a Nail set at the Southeast corner of Los Lagos Phase IV according to the plat thereof recorded in Volume 49, Pages 2-4, Hidalgo County Map Records, for the POINT OF BEGINNING, and Southwest corner of this tract;

1. THENCE, N 08° 32' 50" E along the East line of said Los Lagos Phase IV, at a distance of 30.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, continuing a total distance of 1,430.31 feet to a No. 4 rebar set on the North line of said Lot 15, Block 59, and the Northeast corner of said Los Lagos Phase IV, and the South line of Los Lagos Phase III according to the plat thereof recorded in Volume 43, Page 53, Hidalgo County Map Records, for the Northwest corner of this tract;

2. THENCE, S 81° 23' 25" E along the North line of said Lot 15, Block 59, and the South line said Los Lagos Phase III at a distance of 330.00 feet pass the Northeast corner of said Lot 15, Block 59 and the Northwest corner of said Lot 14, Block 59, continuing a total distance of 558.49 feet, to a No. 4 rebar set, from which a No. 4 rebar found bears N 89° 02' 22" W, a distance of 1.42 feet and a No. 4 rebar found that bears S 64° 16' 05" W, distance of 1.92 feet, for the Northeast corner of this tract;

3. THENCE, S 08° 32' 50" W at a distance of 1,399.70 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, from which a No. 4 rebar found bears N 00° 50' 09" W a distance of 0.93 feet, continuing a total distance of 1,429.70 feet to a Nail set on the South line of said Lot 14, Block 59, for the Southeast corner of this tract;

4. THENCE, N 81° 27' 10" W along the South line of said Lot 14, Block 59 and within the existing right-of-way line of Canton Road, at a distance of 228.49 feet pass the Southwest corner of said Lot 14, Block 59 and the Southeast corner of said Lot 15, Block 59, continuing a total distance of 558.49 feet to the POINT OF BEGINNING and containing 18.334 acres of which 0.385 of one acre lies within the existing right-of-way of Canton Road leaving a net of 17.949 acres of land, more or less.

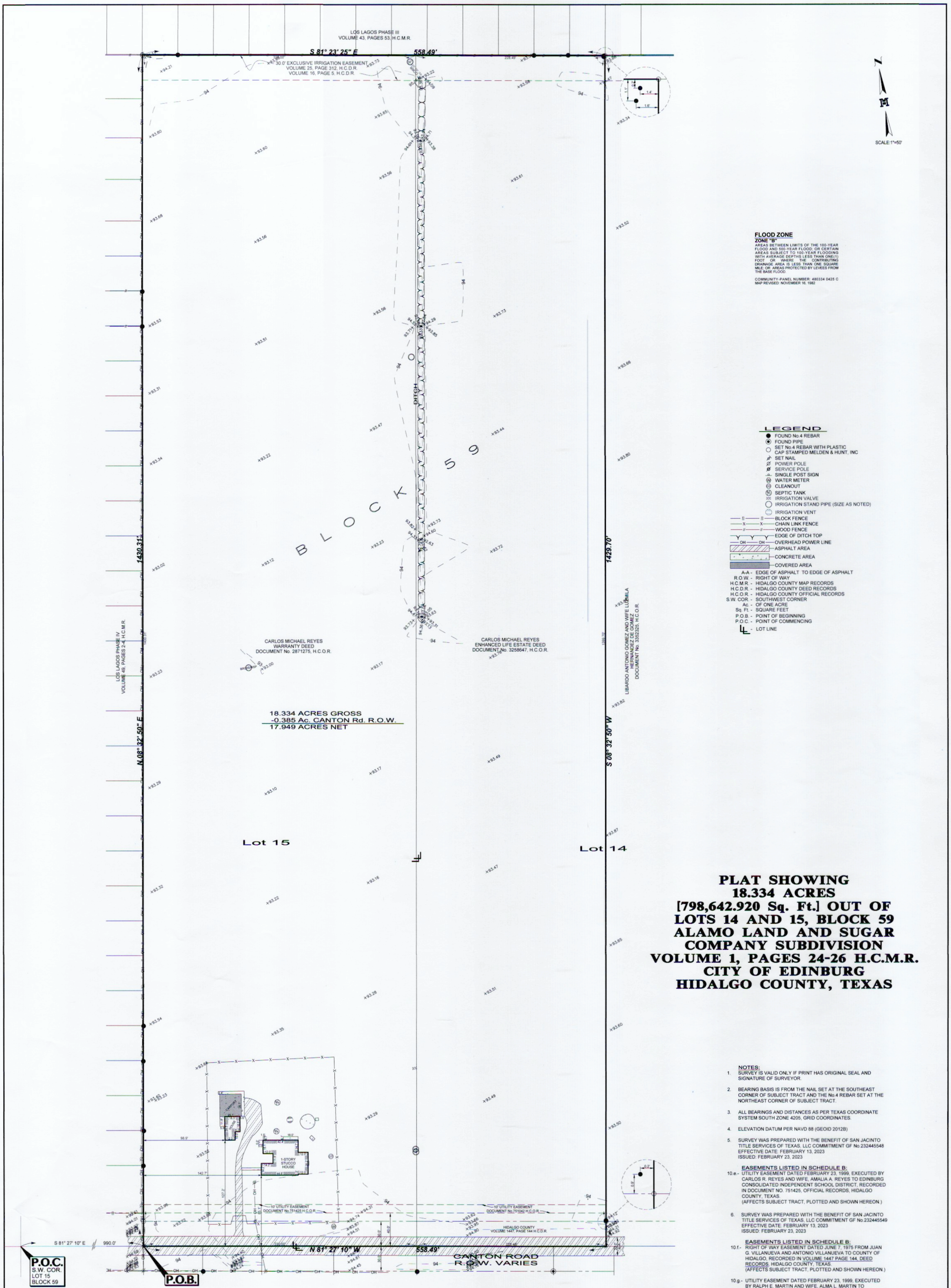
I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 03/21/2023 UNDER MY DIRECTION AND SUPERVISION.

05/01/2023

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B



PLAT SHOWING
18.334 ACRES
[798,642.920 Sq. Ft.] OUT OF
LOTS 14 AND 15, BLOCK 59
ALAMO LAND AND SUGAR
COMPANY SUBDIVISION
VOLUME 1, PAGES 24-26 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE NAIL SET AT THE SOUTHEAST CORNER OF SUBJECT TRACT AND THE No.4 REBAR SET AT THE NORTHEAST CORNER OF SUBJECT TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
5. SURVEY WAS PREPARED WITH THE BENEFIT OF SAN JACINTO TITLE SERVICES OF TEXAS, LLC COMMITMENT GF No.232445548 EFFECTIVE DATE: FEBRUARY 13, 2023 ISSUED: FEBRUARY 23, 2023

EASEMENTS LISTED IN SCHEDULE B:

10.e.- UTILITY EASEMENT DATED FEBRUARY 23, 1999, EXECUTED BY CARLOS R. REYES AND WIFE, AMALIA A. REYES TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 751425, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

6. SURVEY WAS PREPARED WITH THE BENEFIT OF SAN JACINTO TITLE SERVICES OF TEXAS, LLC COMMITMENT GF No.232445549 EFFECTIVE DATE: FEBRUARY 13, 2023 ISSUED: FEBRUARY 23, 2023

EASEMENTS LISTED IN SCHEDULE B:

10.f.- RIGHT OF WAY EASEMENT DATED JUNE 7, 1975 FROM JUAN G. VILLANUEVA AND ANTONIO VILLANUEVA TO COUNTY OF HIDALGO, RECORDED IN VOLUME 1447 PAGE 144, DEED RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

10.g.- UTILITY EASEMENT DATED FEBRUARY 23, 1999, EXECUTED BY RALPH E. MARTIN AND WIFE, ALMA L. MARTIN TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 751042, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON.)

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 3/21/23 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 04/12/2023

STATE OF TEXAS — REGISTERED — ROBERTO N. TAMEZ — 6238 — PROFESSIONAL — LAND SURVEYOR

JOB No. 23385.08			
DRAWING DATE: 4/17/2023			
DRAWN BY: J.C./B.M.			
File Name: 23385.08			
T-1189, PG. 34	REVISION	DATE	BY

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MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096900

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
ORDINANCES
Agenda Item No: 9.B.
Code of Ordinances at Title XV

1. **Agenda Item:**
Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title XV, Land Usage, Chapter 150, General Provisions Regarding Enforcement, Possible Amendment, or Possible Repeal. [Omar Ochoa, City Attorney]

2. **Description:**
State law allows municipalities to regulate political campaign signs within City limits. Prior to the adoption of the Revised Unified Development Code, the City's UDC contained certain restrictions on campaign signs including where and when signs could be placed. In January 2023, the City Council codified political campaign signs requirements in Ordinance Section 150.07. The City's ordinance includes:

- Restricting size and heights of political campaign signs
- Requiring that political campaign signs be placed no earlier than 90 days before the first scheduled day of voting and be removed within 7 days following an election.
- Prohibiting political campaign signs on rights of way and City property.

The ordinance also provides enforcement provisions. If the political campaign sign has contact information on it, the City will make contact and provide 24 hours to remove the sign. If the sign is not removed, the ordinance authorizes the City to remove and dispose of the sign. If the sign does not have contact information on it, or if the placement of the sign creates a safety hazard, the ordinance authorizes the City to remove the sign immediately.

3. **Staff's Recommendation:**

Reviewed by:

Prepared by:
Omar Ochoa, City Attorney

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
VARIANCE
Agenda Item No: 10.A.
2300 South I-69C

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code as Follows: Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width Lot and Building Standards, Lot Width, for Oakview Center Subdivision, Being a 28.352 Acre Tract of Land Out of Lots 1, 2, & 3, Poco Bueno Subdivision, and a Part of Lot 15, Section 270, Texas-Mexican Railway Company's Survey's Subdivision, Located at 2300 South I-69C US Expressway 281, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of US Expressway 281 (I-69C), south of East Iowa Road, and is within the City of Edinburg's City Limits. The 28.35 acre tract is currently vacant. The proposed subdivision is for mixed use, forty-seven (47) multi-family residential lots averaging approximately 15,250 square feet each and five (5) commercial lots averaging approximately 54,000 square feet each. Quintanilla Headley & Associates, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width Lot and Building Standards, Lot Width

This Variance Request is to the lot width requirement for a Multi-family development. Lots for multi-family developments require a minimum of 80 ft. of frontage, according to the UDC, Section 3.102-4 Duplex and Multiplex Lot and Building Standards. Some of the lots, in the proposed development, have a frontage of as small as 76.00 ft. in width, however most of the lots range between 79 and 85 ft. in width. These lot widths do not conform to the requirements of the Unified Development Code.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the variance request.

3. **Staff's Recommendation:**
Staff recommends approval of the variance. Justification: Similar variances have been granted in recent history, and the UDC controls overly dense lots in several ways, two of which are: lot width and minimum square footage. In the proposed subdivision the reduction of the lot widths does not exceed 5% (or 4 ft) whereas the average lot has a 62.5% (or 5,000 sq. ft.) over the minimum requirement. The spirit of the code is to control having overly dense lots based on the premise of changing the lot layout to create slightly more narrow buildings the spirit of the code is upheld.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments

Attachments:
Unified Development Code
Aerial Photo
Site Map
Subdivision Plat & Reduced Application

Table 3.102-4
Duplex and Multiplex Lot and Building Standards

	Minimum[1]							Maximum[2]
Site Area	Additional Lot Area per Bldg. (sf.)	Lot Width (ft.)	Street Yard (ft.)	Street Side Yard (ft.)	Side Yard[3] (ft.)	Rear Yard (ft.)	Parking Setback from Curb (ft.)	Height (ft.)
8,000	2,000	80[3]	10 / 18[4]	10	0 / 6[5]	10 / 18[4]	10	35

TABLE NOTES:

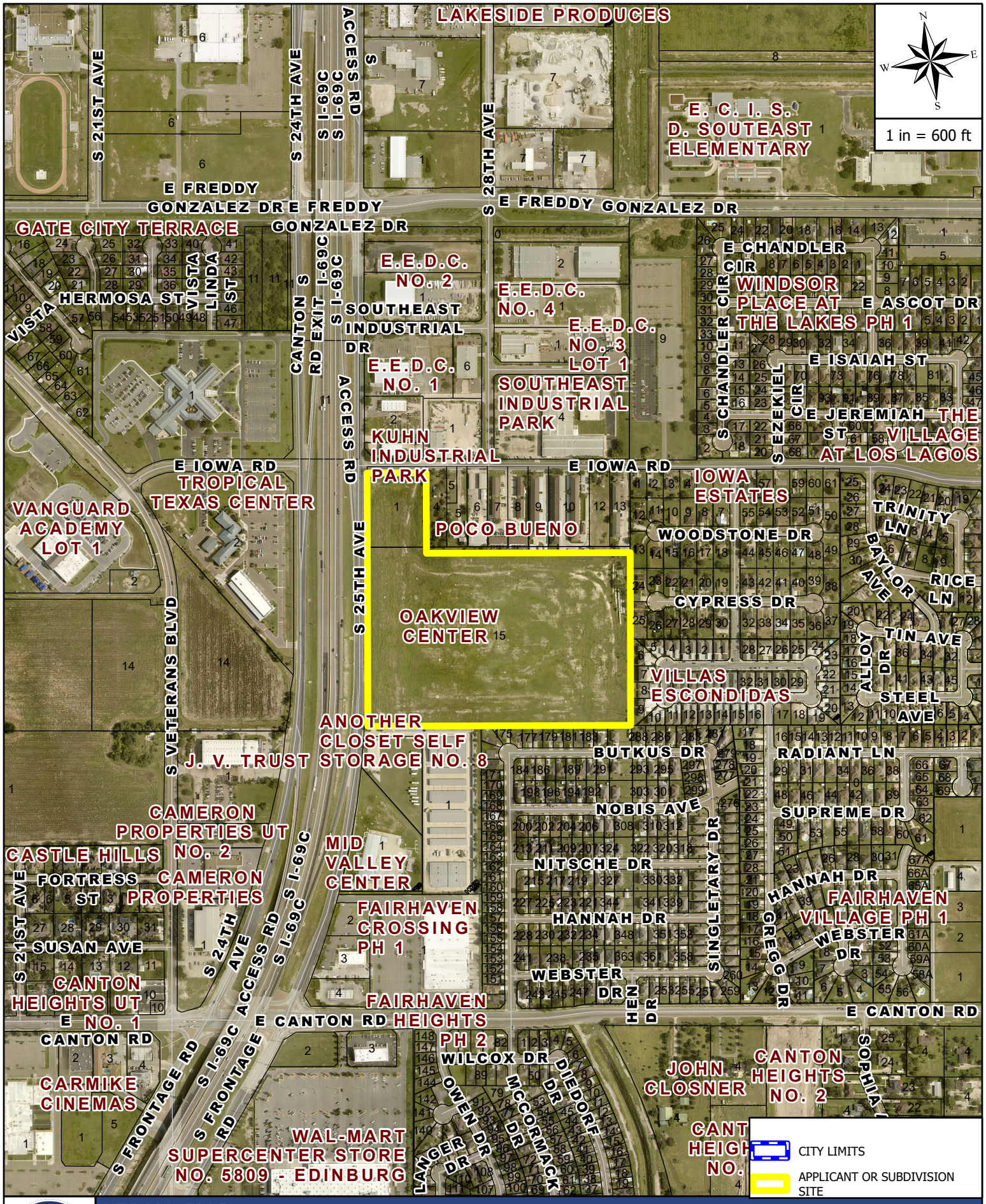
[1]If a larger bufferyard is required, the setback shall be the width of the bufferyard; see section 4.204.

[2]Multiplex lots may not exceed maximum density standards; see Table 3.102-5.

[3]Along arterials, frontages in excess of the minimum lot width may be required. See Sec. 5.208, *Access Management*.

[4]The first number is the building setback; the second is the setback for a front load garage. Street yard refers to front yard of lot.

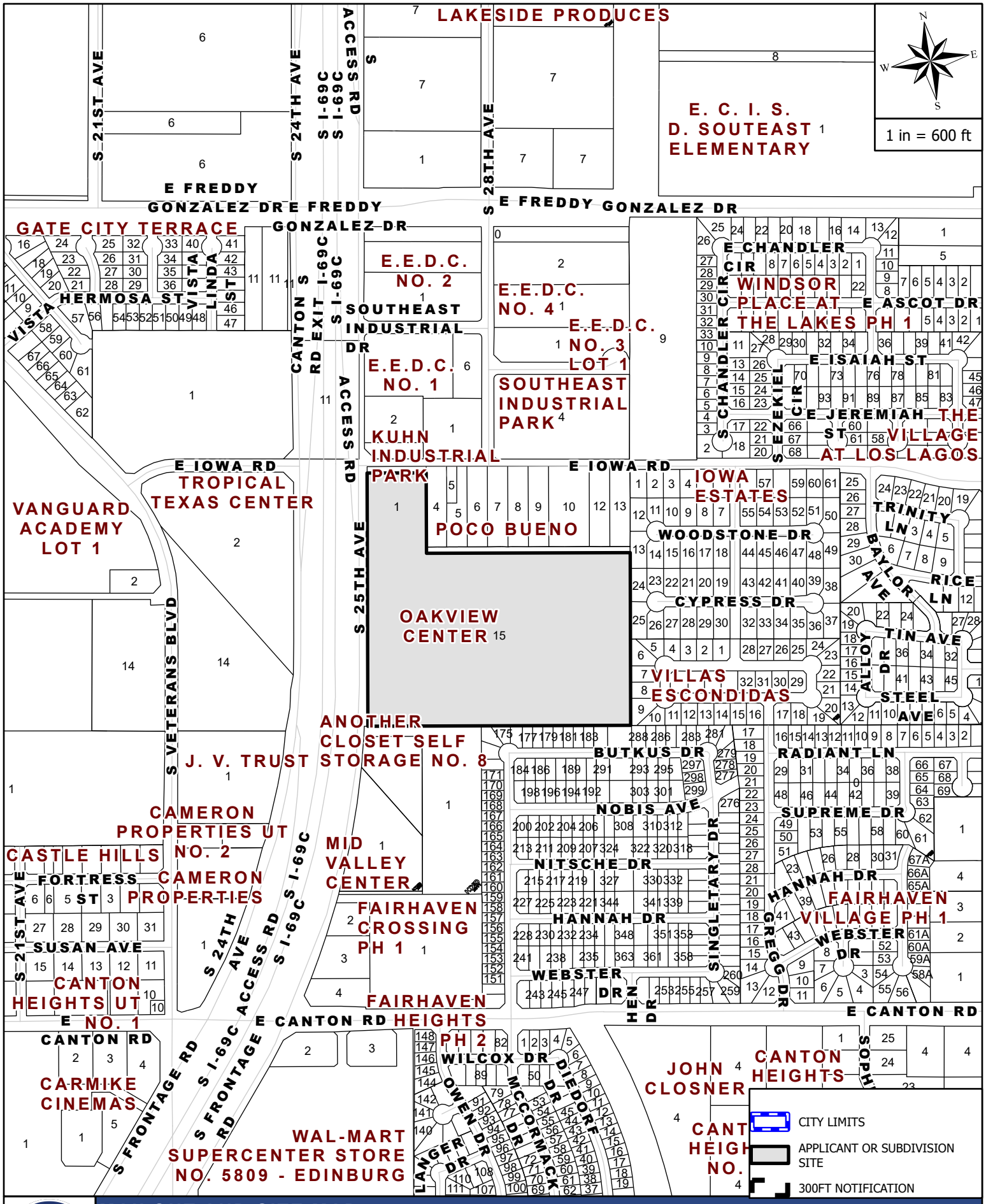
[5]A minimum building separation of 12 feet is required, but may be reduced to 10 feet if approved by Fire Marshal.



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

OAK VIEW CENTER SUBDIVISION

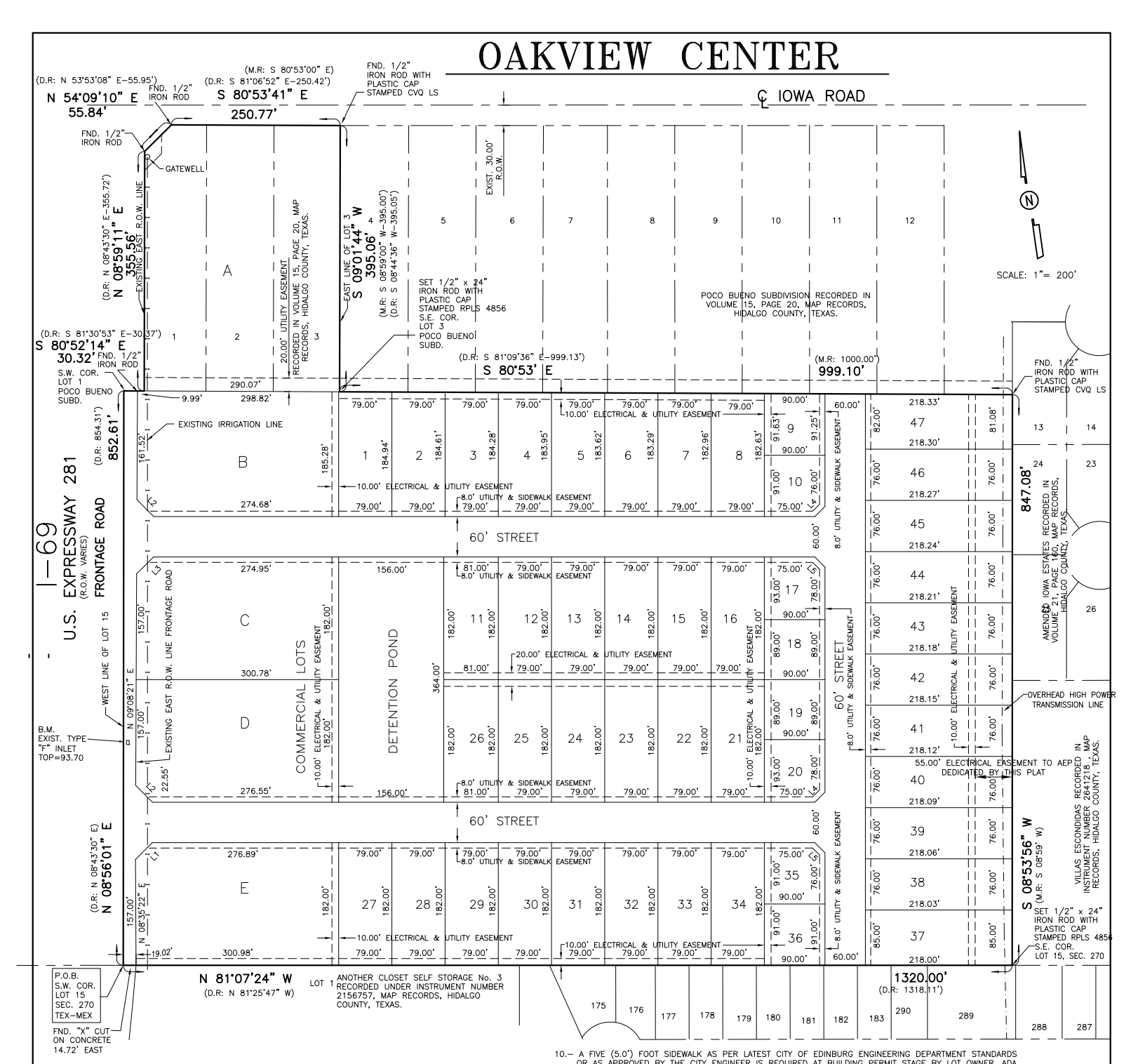


MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

OAK VIEW CENTER SUBDIVISION

OAKVIEW CENTER



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
DEFINED AS "AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD."
COMMUNITY–PANEL NUMBER: 480338 0035 E
MAP REVISED: JUNE 6, 2000 LOMR DATED MAY 14, 2001

2.– LEGEND ● – DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT .....20.00 FEET
REAR.....10.00 FEET
SIDE .....6.00 FEET

CORNER SIDE .....10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

4.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER

5.– BENCHMARK NOTE: B.M. ELEV.= 93.70 TOP OF TYPE F INLET LOCATED 88.7 FEET NORTH AND 5 FEET EAST FROM THE SOUTHWEST CORNER OF LOT D OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.– TOTAL DRAINAGE DETENTION IS: _____C.F.

7.– NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS OR IRRIGATION EASEMENTS

8.– 50% OF PARK LAND FEE ($300.00) PER UNIT WILL BE DUE AT BUILDING PERMIT STAGE.

9.– ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

10.– A FIVE (5.0') FOOT SIDEWALK AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER. ADA RAMPS WITHIN THE SUBDIVISION ARE TO BE CONSTRUCTED DURING SUBDIVISION CONSTRUCTION STAGE.

11.– ALL WATER AND SANITARY SEWER FEES SHALL BE PAID BY DEVELOPER.

12.– NO ACCESS TO I–69 FROM LOTS B, C, D & E

13.– THE HOMEOWNERS' ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID PRIVATE STREETS, STREET SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS ELECTRIC BILL, AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.

14.– U.E. DENOTES UTILITY EASEMENT. E.E. DENOTES ELECTRICAL EASEMENT

15.– ALL COMMON ACCESS, PARKING LAND LANDSCAPING AREAS WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION

16.– THE OWNERS OF LOTS SERVED BY THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE ACCESS, ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

17.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG I–69 AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

18.– A 6' BUFFER FENCE, BUILT AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WILL BE REQUIRED BETWEEN RESIDENTIAL AND MULTI–FAMILY LOTS.

19.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG STANDARDS

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
ALFONSOQ@QHA–ENG.COM
SURVEYING REGISTRATION NUMBER 100411–00

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Subdivision Variance Application

ENERGOV CASE # VAR-2023-0202

Submittal Date: _____

Legal Description: Oakview Center HCAD Property ID #: 297057

A 28.352 acre tract of land being a part or portion of Lots 1, 2 and 3, Poco Bueno Subdivision, Hidalgo County, Texas and a part or portion of Lot 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas

Variance Requested (Identify section of Unified Development Code):

Sec 3.102-4 Multiplex and apartment building standards

Reason for Request (hardship/extraordinary and exceptional conditions):

Multiplex lot width required 80.0'; proposed 76.0'

Red Rock Real Estate Development Gro	Quintanilla, Headley & Associates, Inc
Property Owner (Print legibly or type)	Applicant / Agent (Print legibly or type)
2912 S. Jackson Rd	124 E. Stubbs
Address	Address
McAllen, TX 78503	Edinburg, TX 78539
City, State, Zip	City, State, Zip
(956) 800-1333	(956) 381-6480
Telephone	Telephone
riocantu@yahoo.com	alfonsoq@qha-eng.com
Email address	Email address
Signature	Signature

RECEIVED
SEP 27 2023
By

Receipt #
($450 Application Fee): _____

Received By: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
VARIANCE
Agenda Item No: 10.B.
3661 East Canton Road

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code as follows:1) Table 4.204-1 Bufferyard Classification, Class A and 2) Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot and Building Standards, Lot Width, for Canton Hills Subdivision, Being 18.334 Acres Tract of Land Out of Lot 14 & 15, Block 59, Alamo Land & Sugar Company Subdivision, Located at 3661 East Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the north side of Canton Road and approximately 2,400 ft. west of Cesar Chavez Road, and within the City of Edinburg's ETJ. The property currently abuts the City of edinburg's City LimitsThe 18.33 acre tract is currently vacant. The proposed subdivision is for a multi-family residential development consisting of fifty four (54) lots averaging approximately 10,283 square feet each. Melden & Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request #1: Table 4.204-1 Bufferyard Classification, Class A
This Variance Request is to reduce the bufferyard requirement for a multi-family to single family subdivision. UDC Table 4.204-2 classifies the bufferyard for a multi-family to single family as a Class A buffer yard. UDC Table 4.204-1 defines this classification as a 6 ft. high wall constructed with masonry, brick, stone or equivalent. The developer would like to instead install wood fencing as a buffer between the two zoning districts.

Variance Request #2: Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot and Building Standards, Lot Width
This Variance Request is to the lot width requirement for a Multi-family development. Lots for multi-family developments require a minimum of 80 ft. of frontage, according to the UDC, Section 3.102-4 Duplex and Multiplex Lot and Building Standards. Some of the lots, in the proposed development, have a frontage of as small as 72 ft. in width. These lot widths do not conform to the requirements of the Unified Development Code.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the variance request.

3. **Staff's Recommendation:**
Staff recommends approval of both variances.

1. Lots are less than 200 feet wide thus a masonry wall is not required.

1. Similar variances have been granted in recent history, and the UDC controls overly dense

lots in several ways, two of which are: lot width and minimum square footage. In the proposed subdivision the reduction of the lot widths does not exceed 10% (or 8 ft) whereas the average lot has a 28% (or 2,283 sq. ft.) over the minimum requirement. The spirit of the code is to control having overly dense lots based on the premise of changing the lot layout to create slightly more narrow buildings the spirit of the code is upheld.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments

Table 3.102-4 Duplex and Multiplex Lot and Building Standards								
	Minimum[1]							Maximum[2]
Site Area	Additional Lot Area per Bldg. (sf.)	Lot Width (ft.)	Street Yard (ft.)	Street Side Yard (ft.)	Side Yard[3] (ft.)	Rear Yard (ft.)	Parking Setback from Curb (ft.)	Height (ft.)
8,000	2,000	80[3]	10 / 18[4]	10	0 / 6[5]	10 / 18[4]	10	35

TABLE NOTES:

[1]If a larger bufferyard is required, the setback shall be the width of the bufferyard; see section 4.204.

[2]Multiplex lots may not exceed maximum density standards; see Table 3.102-5.

[3]Along arterials, frontages in excess of the minimum lot width may be required. See Sec. 5.208, *Access Management*.

[4]The first number is the building setback; the second is the setback for a front load garage. Street yard refers to front yard of lot.

[5]A minimum building separation of 12 feet is required, but may be reduced to 10 feet if approved by Fire Marshal.

Table 4.204-2 District Boundary Bufferyard Standards										
Zoning of Proposed Nonresidential or Multi-Family Development	Adjoining District									
	AO	RS	RP	RU	RM	UU	CN	CG	DT	IL / IG
Agriculture and Open Space (AO)	-	-	-	-	-	-	-	-	-	-
Residential, Suburban (RS)	-	-	-	-	-	-	-	-	-	-
Residential, Primary (RP)	-	A	-	-	-	-	-	-	-	-
Residential, Urban and Townhome (RU)	-	A	A	-	-	-	-	-	-	-
Residential, Multifamily (RM)	-	A	A	A	-	-	-	-	-	-
Urban University (UU)	-	A	A	A	A	-	-	-	-	-
Commercial Neighborhood (CN)	-	A	A	A	A	A	-	-	-	-
Commercial, General (CG)	-	B	B	B	B	B	B	-	-	-
Downtown (DT)	-	-	-	-	-	-	-	-	-	-
Industrial, Light (IL) / Industrial, General (IG)	B	B	B	B	B	B	B	B	B	-

Sec. 4.204, Bufferyards

A. Bufferyard Classifications. Bufferyards are classified as requiring a wall or fence only (Class A) or requiring a wall or fence and plantings (Class B). The width and composition of bufferyards shall be as set out in Table 4.204-1, *Bufferyard Classifications* and are in addition to required setbacks.

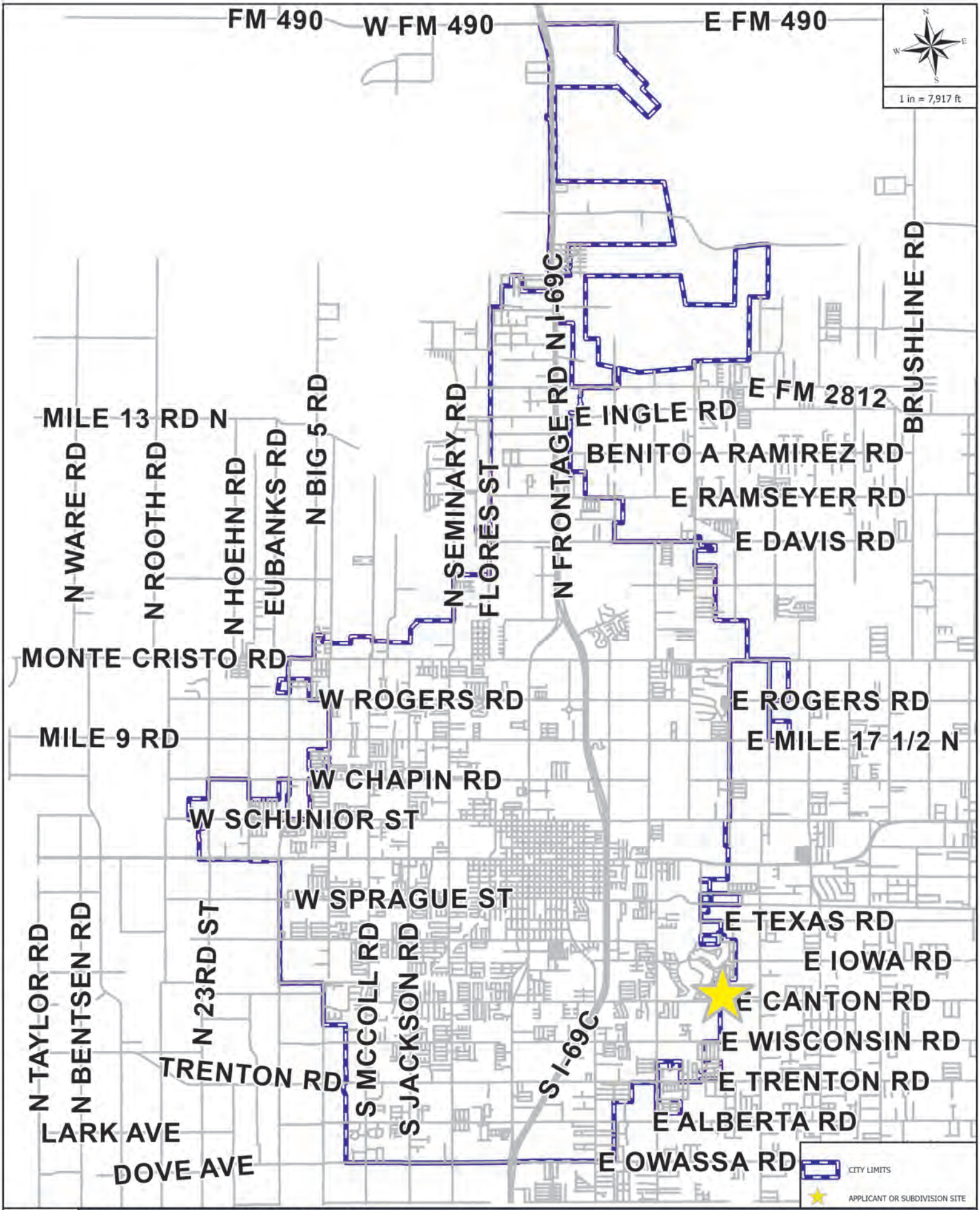
Table 4.204-1 Bufferyard Classifications				
Classification	Width	Large Trees	Small Trees	Berm or Opaque Wall or Fence
Class A	10 ft.	N/A	N/A	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence[1]
Class B	20 ft.	1 / 100 linear ft.	2 / 100 linear ft.	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence[1]

TABLE NOTES:

[1]A lot that is 200 feet or less in depth may provide a wood fence. A lot that is greater than 200 feet in depth shall provide a wall.

B. District Bufferyard Standards.

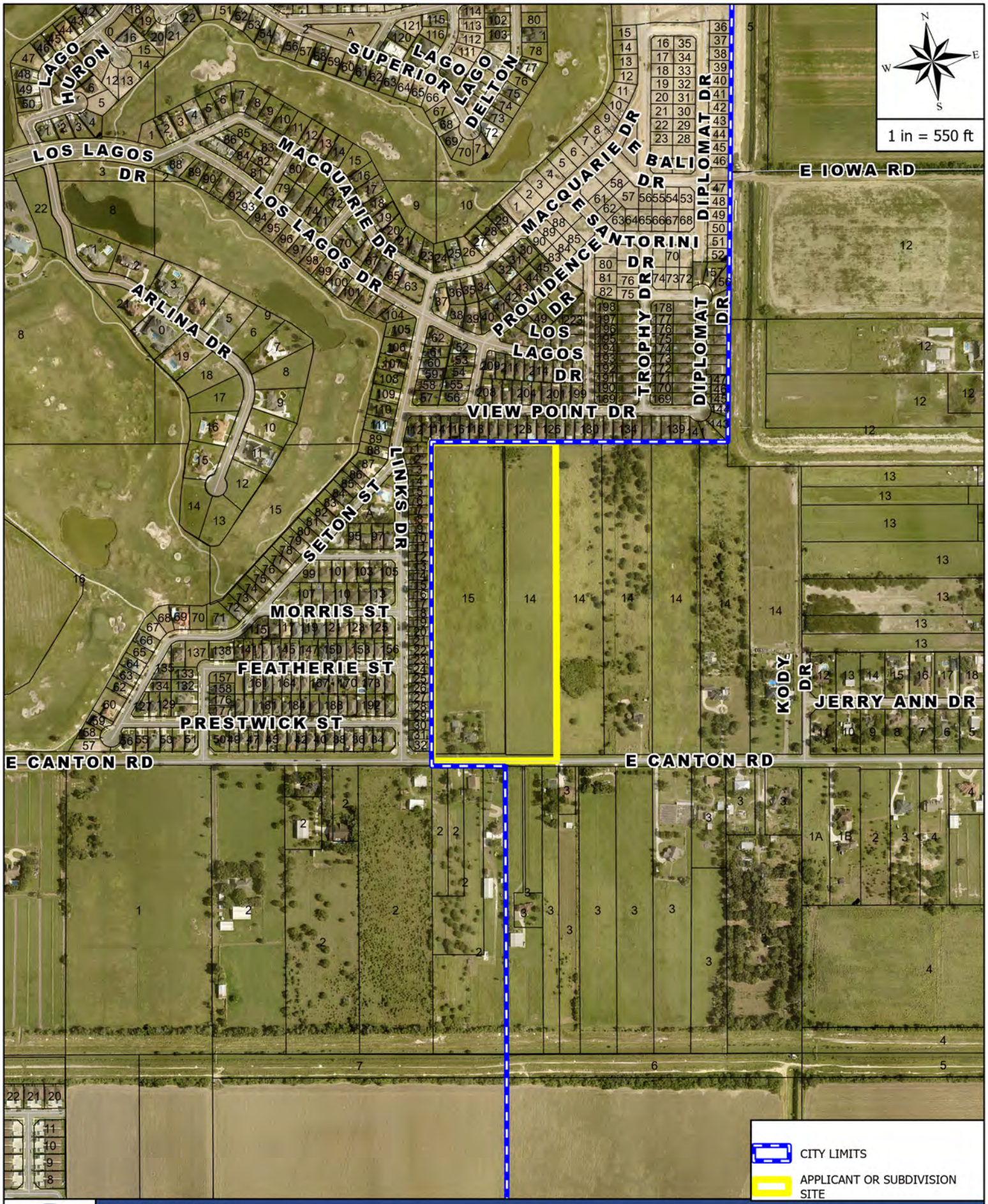
1. *General*. Table 4.204-2, *District Boundary Bufferyard Standards*, sets out the classification of bufferyard that is required for nonresidential or multi-family uses between zoning districts that are not separated by a public street. The table is a matrix in which all districts are shown -- the columns being the zoning of the adjoining land; the rows being the zoning of the lot that is proposed for development. The grey cells are where both properties have the same zoning classification. A "-" means that no bufferyard is required.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

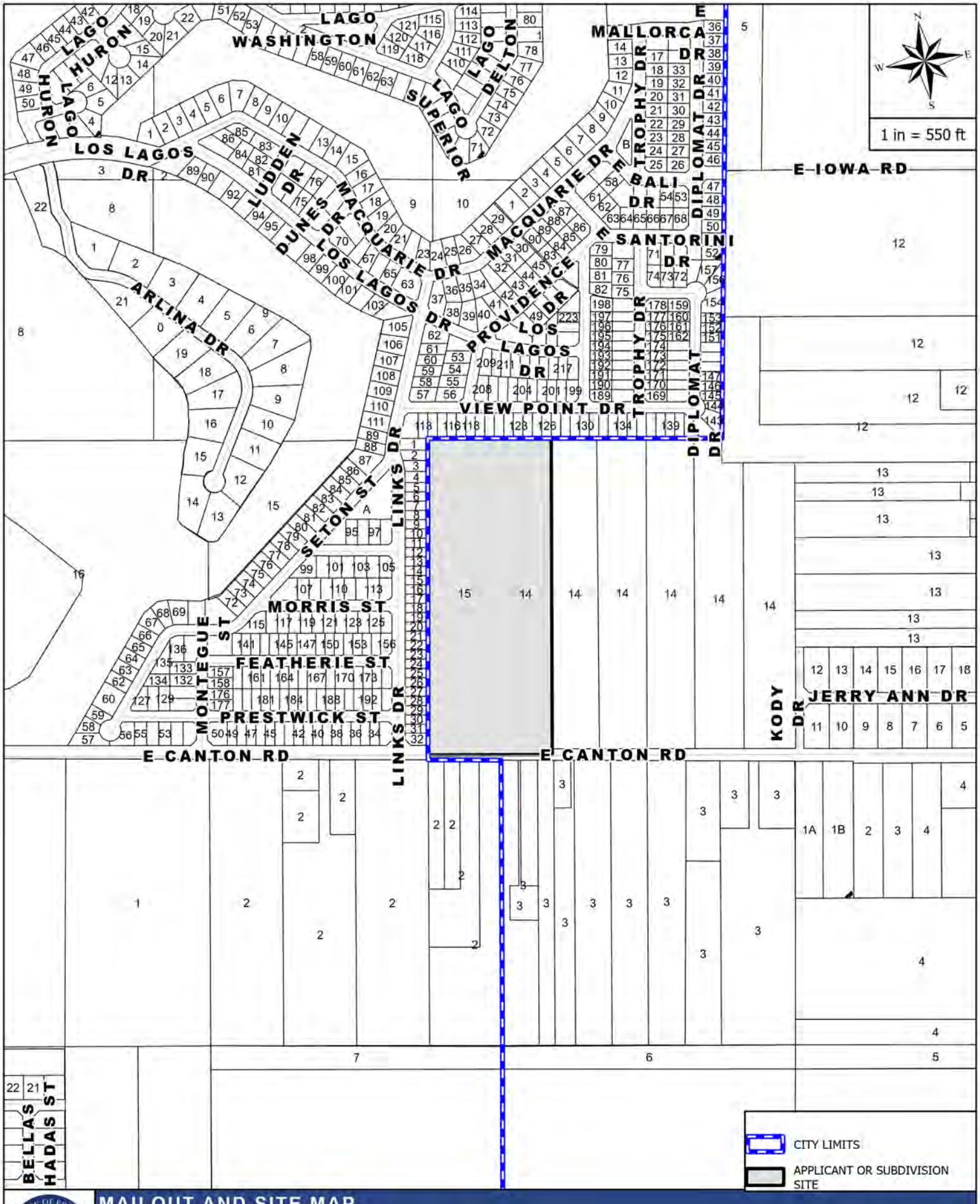
CANTON HILLS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

CANTON HILLS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

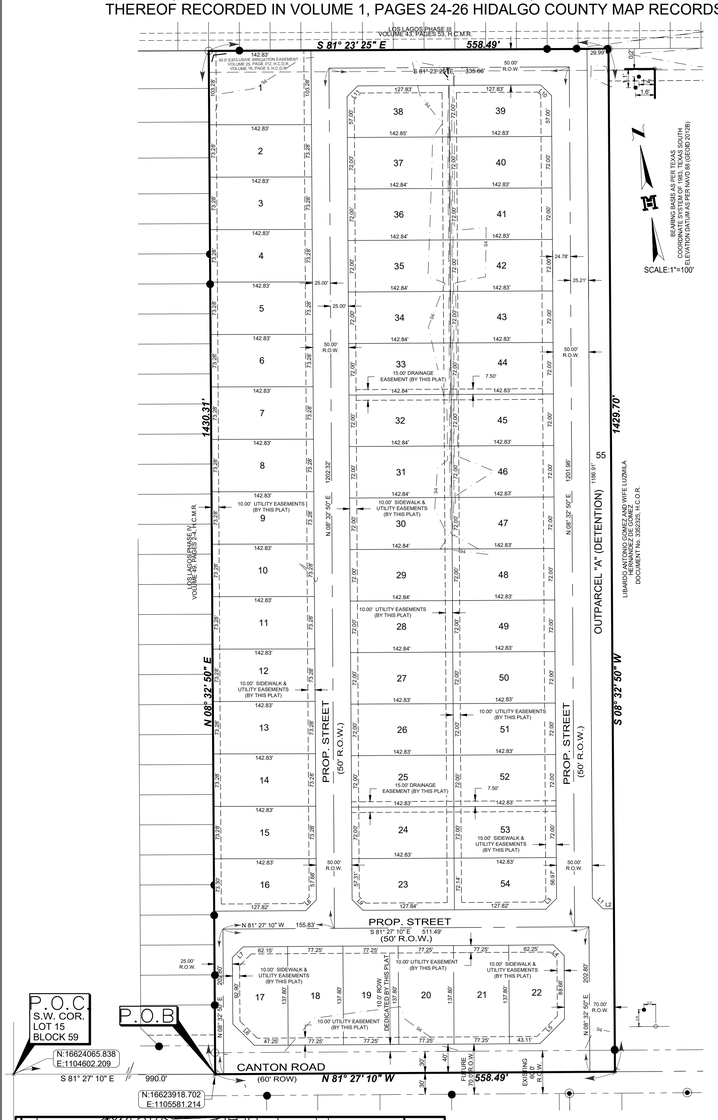
CANTON HILLS

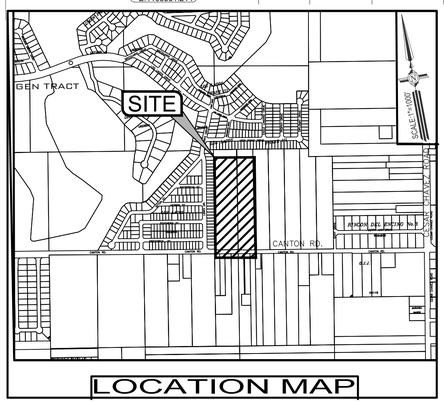
(PRIVATE)

SUBDIVISION MAP OF

CANTON HILLS SUBDIVISION

PLAT SHOWING 18.334 ACRES BEING A PART OR PORTION OUT OF LOTS 14 AND 15, BLOCK 59, ALAMO LAND & SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26 HIDALGO COUNTY MAP RECORDS.





LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.1/2 IRON RODS WITH PLASTIC CAP STAMPED MELDEN & HUNT
- AC. - OF ONE ACRE
- D.E.C.R. - DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
- DOC. - DOCUMENT
- E.A.R.O.W. - EASEMENT AND RIGHT-OF-WAY
- ESMT. - EASEMENT
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- No. - NUMBER
- N.W. COR. - NORTHWEST CORNER
- PG. - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- R.O.W. - RIGHT-OF-WAY
- R.O.W.D. - RIGHT-OF-WAY DEED
- SQ. FT. - SQUARE FEET
- U.E. - UTILITY EASEMENT
- VOL. - VOLUME
- W.D. - WARRANTY DEED

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B". ZONE "B" IS "AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEEP THIS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

   AS PER FLOOD PLAIN COMMUNITY- PANEL No. 480334 0425 C ; REVISED DATE: NOVEMBER 16, 1982.
2. THIS PROPERTY IS BEING PROPOSED AS ZONED AS RESIDENTIAL MULTI FAMILY.
3. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 (GEOID 2012B) SQUARE CUT TOP OF INLET ELEV. 94.83 N: 16631232.7400' E:1101551.6650'
4. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   FRONT: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 5.00 FEET OR EASEMENT, WHICHEVER IS GREATER
5. MINIMUM FINISHED FLOOR ELEVATION TO BE 2' ABOVE BASE FLOOD ELEVATION.
6. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
7. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 148,438 C.F. (3.408 AC.-FT.) TO BE PROVIDED ON SITE AND EACH LOT WILL REQUIRE TO DETAIN AS FOLLOWS.
8. DETENTION PONDS MUST BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG.
9. OUTPARCELS "A" IS FOR DETENTION PURPOSE/ SHALL BE MAINTAIN BY H.O.A.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS.
13. ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
14. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
15. A 5-FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG CANTON STREET BY DEVELOPER DURING SUBDIVISION CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMITS.
16. ALL LOT CORNERS SET 1/2" IRON RODS OR AS NOTED.
17. DRAINAGE DETENTION LOT "A" SHALL BE USED FOR THE PURPOSE OF DRAINAGE DETENTION FOR SONTERRA RIDGE SUBDIVISION ONLY CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNER'S ASSOCIATION IS ESTABLISHED.
18. NO ACCESS SHALL BE PERMITTED FROM LOT 1-5 INTO OR FROM CANTON ROAD.
19. N.A.W.S.C. TO HAVE A PERPETUAL EASEMENT ON THE ENTIRE ROAD RIGHT OF WAY BEING SHOWN ON THIS PLAT.

METES AND BOUNDS DESCRIPTION:

A tract of land containing 18.334 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lots 14 and 15, Block 59, Alamo Land & Sugar Company Subdivision, according to the plat thereof recorded in Volume 1, Pages 24-26, Hidalgo County Map Records, which said 18.334 acres is out of a certain tract conveyed to Carlos Miguel Reyes, by virtue of a Warranty Deed recorded under Document Number 2871275 and an Enhanced Life Estate Deed recorded under Document Number 3258647, Hidalgo County Official Records, said 18.334 acres also being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 15, Block 59, (N-16624065.838 E-1104602.209) and within the existing right-of-way of Canton Road;

THENCE, S 81° 27' 10" E along the South line of said Lot 15, Block 59 and within the existing right-of-way of Canton Road, a distance of 990.00 feet, to a Nail set at the Southeast corner of Los Lagos Phase IV according to the plat thereof recorded in Volume 49, Pages 2-4, Hidalgo County Map Records, for the POINT OF BEGINNING (N-16623918.702 E-1105581.214), and Southwest corner of this tract;

1. THENCE, N 08° 32' 50" E along the East line of said Los Lagos Phase IV, at a distance of 30.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, continuing a total distance of 1,430.31 feet to a No. 4 rebar set on the North line of said Lot 15, Block 59, and the Northeast corner of said Los Lagos Phase IV, and the South line of Los Lagos Phase III according to the plat thereof recorded in Volume 43, Page 53, Hidalgo County Map Records, for the Northwest corner of this tract;
2. THENCE, S 81° 23' 25" E along the North line of said Lot 15, Block 59, and the South line said Los Lagos Phase III at a distance of 330.00 feet pass the Northeast corner of said Lot 15, Block 59 and the Northwest corner of said Lot 14, Block 59, continuing a total distance of 558.49 feet, to a No. 4 rebar set, from which a No. 4 rebar found bears N 89° 02' 22" W, a distance of 1.42 feet and a No. 4 rebar found that bears S 64° 16' 05" W, distance of 1.92 feet, for the Northeast corner of this tract;
3. THENCE, S 08° 32' 50" W at a distance of 1,399.70 feet pass a No. 4 rebar set on the existing North right-of-way line of Canton Road, from which a No. 4 rebar found bears N 00° 50' 09" W a distance of 0.93 feet, continuing a total distance of 1,429.70 feet to a Nail set on the South line of said Lot 14, Block 59, for the Southeast corner of this tract;
4. THENCE, N 81° 27' 10" W along the South line of said Lot 14, Block 59 and within the existing right-of-way line of Canton Road, at a distance of 228.49 feet pass the Southwest corner of said Lot 14, Block 59 and the Southeast corner of said Lot 15, Block 59, continuing a total distance of 558.49 feet to the POINT OF BEGINNING and containing 18.334 acres of which 0.385 of one acre lies within the existing right-of-way of Canton Road leaving a net of 17.949 acres of land, more or less.

Lot Area Table		
Lot #	SQ. FT,	Area
1	14751.56	0.339
2	10466.64	0.240
3	10466.64	0.240
4	10466.64	0.240
5	10466.64	0.240
6	10466.64	0.240
7	10466.64	0.240
8	10466.64	0.240
9	10466.64	0.240
10	10466.64	0.240
11	10466.64	0.240
12	10466.64	0.240
13	10466.64	0.240
14	10466.64	0.240
15	10466.64	0.240
16	10312.66	0.237
17	10082.61	0.231
18	10645.11	0.244
19	10645.11	0.244
20	10645.11	0.244

Lot Area Table		
Lot #	SQ, FT,	Area
21	10645.11	0.244
22	9949.71	0.228
23	10202.49	0.234
24	10283.85	0.236
25	10283.93	0.236
26	10284.01	0.236
27	10284.08	0.236
28	10284.16	0.236
29	10284.24	0.236
30	10284.31	0.236
31	10284.39	0.236
32	10284.46	0.236
33	10284.54	0.236
34	10284.62	0.236
35	10284.69	0.236
36	10284.77	0.236
37	10284.85	0.236
38	10172.30	0.234
39	10171.26	0.234
40	10283.77	0.236

Lot Area Table		
Lot #	SQ, FT,	Area
41	10283.77	0.236
42	10283.77	0.236
43	10283.77	0.236
44	10283.77	0.236
45	10283.77	0.236
46	10283.77	0.236
47	10283.77	0.236
48	10283.77	0.236
49	10283.77	0.236
50	10283.77	0.236
51	10283.77	0.236
52	10283.77	0.236
53	10283.77	0.236
54	10179.89	0.234
55	35931.60	0.825

Line Table		
Line #	Length	Direction
L1	21.20'	S36° 27' 10"E
L2	15.00'	N81° 27' 10"W
L3	21.23'	N53° 32' 50"E
L4	21.21'	S36° 27' 10"E
L5	48.28'	S53° 32' 50"W
L6	42.43'	S36° 27' 10"E
L7	21.21'	N53° 54' 29"E
L8	21.23'	S53° 32' 50"W
L9	21.20'	S36° 27' 10"E
L10	21.22'	S36° 25' 19"E
L11	21.21'	N53° 36' 35"E

DRAWN BY: LUZ HDZ DATE: 08/16/23

SURVEYED, CHECKED_____ DATE: _____,

FINAL CHECK _____ DATE: _____.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EXCLUSIVE EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

DAY OF _____ 20 __.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CARLOS MICHAEL REYES KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, 20 __.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THE MINOR SUBDIVISION PLAT KNOWN AS CANTON HILLS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN

APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2023.

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS

THE _____ DAY OF _____ 20____.

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HCID#1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID#1.

_____ _____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CANTON HILLS SUBDIVISION,_ DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY ON EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

_____
CARLOS MICHAEL REYES
818 RIO GRANDE DR.
MISSION , TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS MICHAEL REYES, AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____ DATE:
MARIO A. REYNA, PE # 117368
DATE SURVEYED: 05-01-2023
JOB No. 23072.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE_____DAY OF_____,_____20_____.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 03/21/2023
T-1044, PG. 29-31
SURVEY JOB # 23285.08

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTON HILLS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20 ____.

_____ _____
HIDALGO COUNTY JUDGE DATE:

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE:

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS MICHAEL REYES	818 RIO GRANDE DR.	MISSION, TX 78572	(956) 322 -5295	(---)------
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

\Land Development\Residential\Edinburg\23072 - Canton Hills - Ashish Vekaria\Autocad Files\23072-1.dwg, 8/28/2023 4:14:05 PM, DWG To PDF.pc3

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

October 3,2023

Adam Elizondo, Subdivision Coordinator
CITY OF EDINBURG PLANNING DEPARTMENT
415 W. University Dr.
Edinburg, TX 78539

Re: Canton Hills Subdivision – Variance Requests for Proposed Multi-Family

Dear Mr. Elizondo:

On behalf of the developer, A.I.M.Z Development LLC, and regarding the above referenced development, we are respectfully requesting variances from the City of Edinburg UDC Code:

1. Standards for Residential and Rural Development, Section 3.102-4 Duplex and Multiplex Lot and Building Standards – Lot Width
2. Development Standards, Section 4.204-2 District Boundary Bufferyards Standards - Bufferyards

Please place this request on your next P&Z Meeting Agenda for review and approval.

If you have any questions or concerns, please contact our office. Thank you.

Sincerely,
MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

RECEIVED
OCT 03 2023
By

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Subdivision Variance Application

ENERGOV CASE # VAR-2023-0205

Submittal Date: **October 3, 2023**

Legal Description:

HCAD Property ID #: **113568113573**

18.334 Acres out of Lots 14 and 15, Block 59 Alamo Land and Sugar Company Subdivision, Volume 1, Pages 14-26 H.C.M.R

Canton Hills Subdiv

Variance Requested (Identify section of Unified Development Code):

Section 3.102 Standard for Rural and Residential Districts

Section 4.204 Landscaping and Buffering

Reason for Request (hardship/extraordinary and exceptional conditions):

Property constraints for Multi-Family Development

We want to provide a full opaque buffer around the entire property(6' high wooden fence)

Carlos Micheal Reyes	**Mario A. Reyna**
Property Owner (Print legibly or type)	Applicant / Agent (Print legibly or type)
8025 N. 10th St	**115 W. McIntyre**
Address	Address
McAllen Tx 78504	**Edinburg,Tx 78541**
City, State, Zip	City, State, Zip
(956) 222-5295	**(956) 381-0981**
Telephone	Telephone
mario@meldenandhunt.com	**mario@meldenandhunt.com**
Email address	Email address
Signature	Signature

RECEIVED
OCT 03 2023
By

Receipt #
($450 Application Fee):

Received By:

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.A.
Awarding RFP No. 2023-17 Employment Screenings

1. **Agenda Item:**
Consider Awarding RFP No. 2023-017, Employment Screenings to Choice Screening, Inc. and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service].

2. **Description:**
On September 19, 2023, a total of six (6) requests for proposals for RFP No. 2023-017 Employment Screening Services were received. After review and tabulation, staff recommends awarding RFP No. 2023-017, Employment Screenings to Choice Screening, Inc.

The City of Edinburg has previously not done business with Choice Screening, Inc. The city has verified no monies are owed to the city by Choice Screening, Inc.
The ranking committee consisted of the Director of Human Resources and the Assistant Director of Human Resources.

Below is a list of proposals received:

- Applicant Pro
- Choice Screening, Inc.
- KRESS Employment Screening
- Pronto Test Labs
- Salter Elite Consulting
- TruView BSI, LLC

The City of Edinburg seeks qualified firms who adequately demonstrate resources, experience and qualifications necessary to provide a reliable, streamlined pre-employment screening process to facilitate the hiring decision. The scope of services include:

- Social security number trace
- Alias search
- National comprehensive background check
- DOT regulated previous employer verifications
- Driving record
- Motor vehicle license validity
- Sex offender registry
- DOT/Non0DOT drug testing
- Employment verification
- Education verification
- Certification/License verification

- Pre-adverse/Adverse letters

Funding in the amount of $48,000 is available through the FY 2023-2024 General Fund through Human Resources Department.

The evaluators reviewed each proposal based on the following criteria:

- Proposal Scope of Work
- Firm Qualifications & Capability
- Cost
- Complexity of System Software and Procedures (Demonstration)
- Compatibility with Existing Software & Processes
- References

3. Staff's Recommendation:

Approve Awarding RFP No. 2023-017, Employment Screenings to Choice Screening, Inc. and Authorize the City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:
Belinda Torres, Director of Human Resources/Civil Service

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:

A. Bid Tabulation
B. Request for Proposals 2023-017-Employment Screenings
C. Bidders List-Employment Screenings
D. ApplicantPro
E. Choice Screening
F. KRESS Employment
G. Pronto Test Labs
H. Salter Elite Consulting
I. TruView
J. Evaluation Score Summary
K. Agreement - Choice Screening

THE CITY OF Edinburg

RFP 2023-017 Employment Screenings
Opening Date: September 19, 2023 at 3:00 p.m.

				Respondents:	ApplicantPro	Choice Screening, Inc	KRESS Employment Screening	Pronto Test Labs	Salter Elite Consulting	TruView BSI, LLC
Line Item	Description	Quantity	Unit of Measure		Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each		$35.00	$24.00	$32.50	$50.00	$85.00	$29.50
2	Verification of Employment	1	each		$8.00	$9.00	$9.00	$12.00	$20.00	$10.00
3	Verification of Education	1	each		$8.00	$9.00	$9.00	$12.00	$20.00	$6.00
4	Verification of Licenses	1	each		$8.00	$9.00	$9.00	$14.08	$20.00	$8.00
5	Prior Supervisor Reference Request	1	each		$8.00	$9.00	$9.00	$13.80	$20.00	$10.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each		$10.50	$0.00	$9.00	$45.00	$45.00	$15.00
7	Credit Check	1	each		$7.00	$12.00	$27.50	$15.25	$99.00	$7.00
8	Federal Court Records	1	each		$7.00	$8.00	$13.00	$15.00	$99.00	$4.00
9	Motor Vehicle Reports (MVR)	1	each		$6.00	$3.00	$8.75	$8.50	$20.00	$2.50
10	Pre-Adverse Letter	1	each		$1.50	$1.00	$4.50	$1.00	$20.00	$0.00
11	Adverse Letter	2	each		$1.50	$2.00	$4.50	$1.00	$20.00	$0.00
12	DOT Drug Test	1	each		$54.00	$32.00	$46.25	$40.00	$45.00	$35.00
13	5 Panel Drug Test (Non-DOT)	1	each		$42.00	$26.00	$46.25	$35.00	$45.00	$30.00
14	10 Panel Drug Test (Non-DOT)	1	each		$48.00	$28.00	$46.25	$45.00	$45.00	$32.00

REQUEST FOR PROPOSAL

2023-017

EMPLOYMENT SCREENINGS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: September 1, 2023

DEADLINE FOR QUESTIONS: September 11, 2023

RESPONSE DEADLINE: September 19, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

Employment Screenings

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

VII. Evaluation Criteria .....

Attachments:

A - Sample Agreement

1. INTRODUCTION

1.1. Summary

The City of Edinburg is seeking proposals from qualified firms who adequately demonstrate resources, experience and qualifications necessary to provide a reliable, streamlined pre-employment screening process to facilitate hiring decisions. An electronic system where the City may input the request, track the request and obtain results is preferred.

1.2. Background

The City has approximately 1,450 employees and conducts pre-employment screenings for full-time, part-time, and seasonal applicants being considered for employment. The City anticipates a total estimated need of 600 pre-employment screenings per calendar year. (Full time, part time, seasonal combined).

The existing pre-employment process, conducted by Human Resources personnel, consists of a an electronic system integrated with an application tracking system which includes a comprehensive national criminal background check, a motor vehicle record check, verification of employment, education or license, DOT Regulated previous employer verifications, and pre-adverse/adverse letter processing.

1.3. Contact Information

Lizette Gomez
Assistant Director of Human Resources
415 W University Dr
Human Resources
Edinburg, TX 78539
Email: lgomez@cityofedinburg.com
Phone: (956) 388-1873

Department:
Human Resources

Department Head:
Belinda Torres
Human Resources Director

1.4. Timeline

Release Project Date	September 1, 2023

Pre-Proposal Meeting (Non-Mandatory)	September 11, 2023, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/81782345445?pwd=aHFYQWtlZFAyU3Z6c0F0T2JZbUZmUT09 Meeting ID: 817 8234 5445 Passcode: 422219 One tap mobile +13462487799,,81782345445#,,,,*422219# US (Houston) +12532050468,,81782345445#,,,,*422219# US Dial by your location • +1 346 248 7799 US (Houston) • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 719 359 4580 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US Meeting ID: 817 8234 5445 Passcode: 422219 Find your local number: https://cityofedinburg.zoom.us/u/kjr08xnfS
Question Submission Deadline	September 11, 2023, 5:00pm
Proposal Submission Deadline	September 19, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Employment Screenings.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, September 19, 2023.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78541, at 3:00 pm, Tuesday, September 19, 2023.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2023-017" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2023-017

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, September 11, 2023.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Employment Screenings

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Employment Screenings as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. SPECIFICATIONS

4.1. Scope of Work

A. Background screening services for each prospective employee to include the following:

Type I: Positions with DOT driving responsibilities

A. Social Security Number Trace
B. Alias Search
C. Criminal Multi-state database search including respective county(ies), state(s) records obtainable as per local, state and federal guidelines to cover addresses disclosed or as revealed by service provider's Name and Address Trace Report to include 7 year county felony & misdemeanor criminal records.
D. DOT regulated previous employer verifications.
E. Driving record, for moving violations for the last seven (7) years.
F. Motor vehicle license validity, or currently held type. (Ex. CDL, Class C Driver's License)
G. Sex offender registry.
H. DOT drug test

Type II: Positions without DOT driving responsibilities

A. Social Security Number Trace
B. Alias Search
C. Criminal Multi-state database search including respective county(ies), state(s) records obtainable as per local, state and federal guidelines to cover addresses disclosed or as revealed by service provider's Name and Address Trace Report to include 7 year county felony & misdemeanor criminal records.
D. Driving record, for moving violations for the last seven (7) years.
E. Motor vehicle license validity, or currently held type. (Ex. CDL, Class C Driver's License)
F. Sex offender registry.
G. 10 Panel drug test

B. Periodically, the City may utilize other services such as Employment Verification, Credit Information and Education/Professional License(s) verification and history on an as-needed basis. Please provide pricing or discount rate if the need for such services should arise.

C. Results, reporting, and itemized billing.

D. Access for up to four to six (4 to 6) authorized users.

E. Notices to applicant as required by the Federal Credit Reporting Act. (Ex. Adverse Action notice)

F. Initial training, installation and/or implementation of software or process for services submitted, at no cost to the City.
G. The City will have the option to select a preferred local drug testing facility

5. VENDOR QUESTIONNAIRE

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

*5.4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.4.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.4.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.4.4. Please fill out and sign HB 89 and upload here**

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.4.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.4.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.4.9. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes

☐ No

*Response required

5.5. Vendor Questionnaire

*5.5.1. Briefly describe you account set-up procedures**

*Response required

*5.5.2. What is the typical turn-around time for results with no findings?**

*Response required

*5.5.3. What is the typical turn-around time for results with findings?**

*Response required

*5.5.4. How often does your organization monitor federal mandates that may affect your operations and service plan?**

*Response required

*5.5.5. Attach a copy of a sample results report.**

*Response required

*5.5.6. Attach a copy of a sample pre-adverse and adverse letters.**

*Response required

*5.5.7. Does your business model include retaining independent contractors to carry out searches? If so, please provide the name of the business.**

*Response required

*5.5.8. Does your organization have pass-through costs for background screening based off of local costs (ex. County record fees)? If so, please explain.**

*Response required

*5.5.9. How many users are allowed access to your system? Are there costs associated with including additional users?**

*Response required

*5.5.10. Briefly describe the process your organization uses from the moment a request for background is submitted to the time the employer is notified of the results in terms of how information is requested and communicated**

*Response required

*5.5.11. Please describe your ability to integrate with Applicant Tracking Systems, and list Applicant Tracking Systems. **

*Response required

*5.5.12. Does your firm have a Privacy and Data Security Policy? Is so, please provide.**

*Response required

*5.5.13. Does your firm use home operators to complete employment and education verifications? If so, what measures are in place to protect personal and identifiable information?**

*Response required

*5.5.14. Do you provide any customer training, and is there a fee?**

*Response required

*5.5.15. Please describe the methods of customer service available**

Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

*Response required

*5.5.16. How many drug testing locations are available?**

*Response required

*5.5.17. Are the drug testing locations limited to one location?**

*Response required

*5.5.18. Do you have the capability to assigning drug testing locations based on the candidates location?**

*Response required

*5.5.19. Can the City select their preferred drug testing facility?**

*Response required

*5.5.20. Please provide three (3) references**

To include:

A. Company Name

B. Contact Name

C. Phone Number

D. Email Address

E. Years of Service

*Response required

*5.5.21. Submit a draft/sample copy of the proposed contract/agreement.**

*Response required

6. PRICING PROPOSAL

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each		
2	Verification of Employment	1	each		
3	Verification of Education	1	each		
4	Verification of Licenses	1	each		
5	Prior Supervisor Reference Request	1	each		
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each		
7	Credit Check	1	each		
8	Federal Court Records	1	each		
9	Motor Vehicle Reports (MVR)	1	each		
10	Pre-Adverse Letter	1	each		
11	Adverse Letter	2	each		
12	DOT Drug Test	1	each		
13	5 Panel Drug Test (Non-DOT)	1	each		
14	10 Panel Drug Test (Non-DOT)	1	each		
TOTAL					

7. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Proposal Scope of Work** Extent to which proposal meets City's needs	Points Based	10 *(10% of Total)*
2.	**Firm Qualifications & Capability**	Points Based	15 *(15% of Total)*
3.	**Cost**	Points Based	20 *(20% of Total)*
4.	**Complexity of System Software and Procedures (Demonstration)** Proposers will be invited to provide a demonstration of the services submitted by the proposer as part of the evaluation process	Points Based	20 *(20% of Total)*
5.	**Compatibility with Existing Software & Processes** Integration with current application tracking system	Points Based	25 *(25% of Total)*
6.	**References** Three (3) References	Points Based	10 *(10% of Total)*

Email	
shyam.reganti@3coresystems.com	jennifer.lemos@lkjordan.com
admin@3tenvisageconsultancy.com	clane@lanestaff.com
april@7gmedia.net	lana@lanmarkstaffing.com
uma@a1personnelinc.com	lbell@latavco.com
gentry@academic-med.com	leaphrsolutionsgr@gmail.com
acrosales@acrocorp.com	mschlotter@anylabtestnow.com
cking@actionpersonnel.net	info@lindaranson.com
marie@adastaff.com	paula@lpcpersonnel.com
kristi.johnson@adroitpartners.net	michael.files@litcconsulting.com
annguliex@all-n1.com	sherri@linwoodsolutions.com
eandrews@allenaustin.com	rfps@sterlingstaffingsolutions.com
sou@abbastaffing.com	imani@medqglobalstaffing.com
psharma@amsysis.com	staff@millennialstaffingsolutions.com
nls@aquatexwater.com	admin@milumni.com
gani@argustalentllc.com	rcanales@missionstaffingtx.com
bids@texcelvision.com	rebecca@mitprof.com
mdancy@atwork.com	lgibson@pridestaff.com
RFP@austinstaffing.net	madameleday@gmail.com
ty@adamrosehr.com	monica@merrimacintl.com
mkalnoky@gmail.com	allisonbh@hotmail.com
ss.bandyinc@gmail.com	mbresourcesinc@aol.com
bids@billyedwardgroup.com	Ajeta@n2shc.com
johnrios@bluelinepolygraphsa.com	BRANDON@ONDEKCARE.COM
chris.drewy@bselectservices.com	milford@openstaff.io
info@btemploymentgroup.com	arlaine.decrevel@openwork.com
brit@btsjobs.com	onpointealliance@gmail.com
bayoucityoperations@gmail.com	marketing@pdmediagroup.org
admin@bluecollaradvising.com	adaniels@peakrecruit.com
shilpa@bhtsolutions.com	debbiep@pedigostaffing.com
sales@bridgeworkpartners.com	lcristiano@perma-temp.net
carl@carlahmed.com	jws@ultrastaff.com
hr@cambaycs.com	support@proctorstaffing.com
aacosta@carconindustries.com	SupplyManagement@ProMedCompanies.com
vq@cjbinc.net	jennifer@p2services.net
CCornealius@cbcmedicalstaffingllc.com	bmayhew@prg-usa.com
kburrow@centexlitigation.com	PremierEmploymentAgency@gmail.com
eflores@chalkerflores.com	ginger@prohealthstaffing.com
tryon.charles@gmail.com	shermal@randlesandassocllc.com
mlong@chasesource.com	adam.stiles@recanacontracting.com
clcstexas@yahoo.com	bwomack@redvolutionalliance.com
mmitchell@choicescreening.com	amy@reliablestaffing.com

ccantu@choicestaffingusa.com	support@rezzaflo.com
sylvias@cincoig.com	megan@snellingtyler.com
Clax@Claxgroup.com	samason@rightstaffinc.com
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rfp@compuvis.com	cecim@rmpersonnel.com
caudle@cooperconsulting.com	testing@rocketlabstx.com
tea@cooper-squared.com	cody@rapidresponsestaff.com
CHERI@CORNBREADHUSTLE.COM	bjackson@recruiting-source.com
tdulin@crosbygov.com	margo.costello@riverway.jobs
glenda@cgs-tx.com	dmalmstrom@sheepdoginvestigativegroup.com
twyla.lewis@datcs.com	sylvia@millgroupusa.com
dcook@dciresources.com	Accounting@Sourcematch.team
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epope@digitalgenetix.com	sharon@sterlinghires.com
jlarios@nursesetc.net	kgordon@spartnerships.com
Debbie.Frazier@Advancedstaffinginc.com	epinkney@suitematestaffingsolutions.com
rafael@gotodbs.net	rsilguero@sumtimeinc.com
info@distinctivestaffing.com	ronald.smith@suncreststaffing.com
tkmatt@sbcglobal.net	info@pharmacy-staffing.com
admin@elpasoinvestigations.us	sthscreening@hotmail.com
admin@elimstaffing.com	keiko@spinsci.com
deborahsublett@southtexasdrug.com	adrian.g@vdartinc.com
sales@labtopiainc.com	mark@takechargestaffing.com
lauraescobar0520@gmail.com	noemaillisted@hotmail.com
blake.hanlon@equifax.com	mboyd@teemagroup.com
dir@esolvit.com	htrumpfh@teksystems.com
accounting@epsistaffing.com	rgarrett@tescareers.com
mark.conrad@expresspros.com	larrybauske@tadts.net
lynn@eckmanngroll.com	mrandolph@delphigroupe.com
edward.lee@expresspros.com	vikkim@spearheadgroup.com
debra.canady@exceedstaffing.com	cdillon@threepointsearch.com
acobb@excitestaffing.com	sam@tiptopturnkey.com
acct@exclusivestaffinginc.com	topselectconsultants@gmail.com
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COMPLIANCE@harvestaff.com	tokonkwor@xyples.com
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liz@hawkinspersonnel.com	chris@zenithsearchpartners.com
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hr@hexaglobaltech.com	caden@applicantpro.com
info@hightoptalent.com	dtm@drugtestingandmore.com
hollis.rutledgeassociates@gmail.com	wanda.young@istaffsolutions.org
carolyn.burgess@htstaffingsolutions.com	jackie.gorman@ivyconsultingservices.com
celeste.glass@hppstaffing.com	jstephens@imprimis.com
Michael@itpersonnelsolutions.com	NIKKI@JOBLINKONLINE.COM
joyce.tenner@iea-solutions.com	russscheirman@ultrastaff.com
adrian@infinitymsp.io	lphillips@jobvous.com
Rstarkey@informationdiscovery.net	keith@consultingkas.com
chbrown@innovativepayroll.com	venkata.katta@kattainfotek.com
aisha.bean@integrityglobalss.com	kelly@kelmarglobal.com
info@intensifytech.com	amy@keystaffinc.com
iqbizsolns@gmail.com	ckill@kressinc.com
gwalker@isphere.net	kristib@ktblack.com
jeremy@thekyogroup.com	amoledina@kupplin.com
jennifer.lemos@lkjordan.com	

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

ApplicantPro Proposal

CONTACT INFORMATION

Company:
ApplicantPro

Email:
caden@applicantpro.com

Contact:
Caden Larkin

Address:
6351 13400 S
Herriman, UT 84096

Phone:
N/A

Website:
N/A

Submission Date:
Sep 5, 2023 11:43 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

City_of_Edinburg_-_Price_Quote.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Pro_Screening,_LLC_Consumer_Privacy_Policy.pdf

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

ProScreening_COI_-_Current.PDF

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*
City of Edinburg already has an account with us, essentially you just need to continue ordering as you are now.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
2-3 Days

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
3-4 Days

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*
Daily

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
Screen_Shot_2023-09-05_at_10.11.58_AM.png

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*
Sample_Current_Employee_Disclosures.pdf

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
3rd_Parties.pdf

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
County Access Fees. 3rd party Verification fees

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
Unlimited. No Cost.

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*
Slideshow.pdf

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
Open API. ApplicantPro is the current vendor you use and we are owned by them.

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
Information_Security_Policy.pdf

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*
Same as attached document above.

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*
Yes, we provide customer training, no, there is no fee.

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*

Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

Contact_Info.pdf

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*
11 in your county

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*
No

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*
Yes

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name
C. Phone Number
D. Email Address
E. Years of Service

References.pdf

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*

proscreening_agreement.pdf

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$35.00	$35.00
2	Verification of Employment	1	each	$8.00	$8.00
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4	Verification of Licenses	1	each	$8.00	$8.00
5	Prior Supervisor Reference Request	1	each	$8.00	$8.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$10.50	$10.50
7	Credit Check	1	each	$7.00	$7.00
8	Federal Court Records	1	each	$7.00	$7.00
9	Motor Vehicle Reports (MVR)	1	each	$6.00	$6.00
10	Pre-Adverse Letter	1	each	$1.50	$1.50
11	Adverse Letter	2	each	$1.50	$3.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	DOT Drug Test	1	each	$54.00	$54.00
13	5 Panel Drug Test (Non-DOT)	1	each	$42.00	$42.00
14	10 Panel Drug Test (Non-DOT)	1	each	$48.00	$48.00
TOTAL					**$246.00**

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

Choice Screening, Inc Proposal

CONTACT INFORMATION

Company:
Choice Screening, Inc

Email:
vmitchell@choicescreening.com

Contact:
Vanessa Mitchell

Address:
8668 Concord Center Drive
Englewood, CO 80112

Phone:
(877) 929-7878

Website:
www.ChoiceScreening.com

Submission Date:
Sep 19, 2023 2:48 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

FINAL_Choice_Proposal_for_the_City_of_Edinburg.pdf

2. If you have any proprietary documents, please attach the redacted document here.
FINAL_Choice_Proposal_for_the_City_of_Edinburg.pdf

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Proof_of_Coverage_Certificate.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Choice_Screening_CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Choice_Screening_GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Choice_Screening_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Choice_Screening_HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Choice_Screening_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Choice_Screening_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Choice_Screening_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Choice_Screening_CONFLICT_OF_INTEREST.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*
Upon completion of the contract, Eric Vasquez will set up an account for the City of Edinburg in the Choice Screening App. Eric will then be in touch to schedule training for all users. Once training is complete, users will be set up into the app with specific access levels assigned. Implementation can be as quick as a couple of days, or up to a week, depending on the City's availability. Choice Screening has video and documents to help after initial training is complete. You may also contact customer service at any time to ask for help while ordering or viewing results on the Choice Screening app.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
Instant - 24 Hours

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
24-72 Hours

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*
Our Director of Compliance monitors federal, state, and local jurisdictions on a weekly basis to ensure Choice Screening is compliant with all mandates.

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
Sample_Report_-_Standard.pdf

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*
Pre_Adverse_Action_Letter.pdfPost_Adverse_Action_Letter.pdf

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
Contractor_Statement.pdf

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
Yes, there are state agency and third party mandatory fees.

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
Unlimited

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*
Ordering_Statement.pdf

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
We are integrated with the following ATS and HRSI Systems: Aqore, Avionté, BountyJobs, Bullhorn, Cornerstone, Greenhouse, iCIMS, JazzHR, Jobvite, and NEOGOV. We also have integrations for consent forms, drug testing, and verifications. Choice Screening's API allows for integrations within other applicant tracking systems as required by The City.

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
Choice_Screening_Security_and_Privacy_Policy.pdf

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*

We utilize Microsoft Azure for our information security system which is ISO/IEC certified and we utilize an API for integrationsing. Our network is a private, protected network. Choice Screening safeguards private and sensitive information by implementing many different security methods in combination. First, all information is encrypted in transit as it travels over the public internet. Secondly, all sensitive information is encrypted in its ‘‘at rest’’ state meaning it is not in plain readable text should anyone be able to access that information, as well as masking sensitive information in consumer reports. We utilize private, multilayered firewall protected network and protected with geo redundancy.

Choice Screening trains all employees on our confidentiality, security, and legal compliance practices. Employees in different areas will obtain targeted training within their areas according to their job responsibilities, but all workers receive overarching instructions on confidentiality, security, and legal compliance.

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*

Yes, we provide initial customer training as well as any additional training required at no additional costs.

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*

Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

Customer_Service_Statement.pdf

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*

15,000

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*

No

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*

Yes

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name
C. Phone Number
D. Email Address
E. Years of Service

References.pdf

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*
User_Agreement_-New_Employment_Purpose_Choice_Screening.pdf

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$24.00	$24.00
2	Verification of Employment	1	each	$9.00	$9.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Verification of Education	1	each	$9.00	$9.00
4	Verification of Licenses	1	each	$9.00	$9.00
5	Prior Supervisor Reference Request	1	each	$9.00	$9.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$0.00	$0.00
7	Credit Check	1	each	$12.00	$12.00
8	Federal Court Records	1	each	$8.00	$8.00
9	Motor Vehicle Reports (MVR)	1	each	$3.00	$3.00
10	Pre-Adverse Letter	1	each	$1.00	$1.00
11	Adverse Letter	2	each	$2.00	$4.00
12	DOT Drug Test	1	each	$32.00	$32.00
13	5 Panel Drug Test (Non-DOT)	1	each	$26.00	$26.00
14	10 Panel Drug Test (Non-DOT)	1	each	$28.00	$28.00
TOTAL					**$174.00**

City of Edinburg
415 W. University Drive, Edinburg, TX 78541
(956) 388-1895

POST-PROPOSAL EVALUATION REQUEST FOR BEST AND FINAL OFFER
RFP No. 2023-017
Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Tuesday, October 31, 2023

Memo: City of Edinburg Project ID- Project Title

From: Lizette Gomez, Assistant Director of Human Resources Lizette Gomez (Oct 31, 2023 09:03 CDT)

Thru: Belinda Torres, Director of Human Resources

Subject: BEST AND FINAL OFFER

Sealed proposals for the above-mentioned project were accepted on Proposal Submission Date. The City has conducted an initial evaluation of said proposals.

We invite you to submit a best and final proposal offer to the City of Edinburg. We request a proposal for the list of only the specific items enclosed. You should submit the proposal for which evaluation is being conducted as a replacement to and in accordance with the RFP No.2023-017 Employment Screenings.

Note that an award recommendation has not yet been made and said award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract with the City of Ediburg. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City is executed.

In addition, you must submit the proposal via email to: Ms. Lizette Gomez, at: lgomez@cityofedinburg.com before 12:00 p.m., November 2, 2023. Proposals must be submitted to be considered for selection for contract negotiations.

Best Regards,

Lizette Gomez

Assistant Director of Human Resources

City of Edinburg

ChoiceScreening

PREPARED BY
Eric Vasquez
11/02/2023
p: 720.974.7823
o: 877.929.7878
e: evasquez@choicescreening.com
w: www.choicescreening.com
8668 Concord Center Dr.
Englewood, CO 80112

Proposal

Background Screening
COMPANY

THE CITY OF Edinburg

The Choice Screening Difference

Choice Screening's commitment to excellence is distinctive in our quality of service, quick turnaround, accurate results and our attention to detail. Our staff is experienced, many of whom hold and maintain FCRA Basic or Advanced Certification through the National Association of Professional Background Screeners (NAPBS). The right products, utilized by an experienced researchers and supported by courteous Account Executives and Customer Support is a combination unrivaled by many.

We designed and developed our proprietary Background Screening application to give our clients the latest technology that is flexible and completely customized to meet your needs. We constantly evaluate our technology to ensure you're receiving the industry's best.

I'd like to thank you for considering Choice Screening as your Background Screening partner. In the following pages, you can expect to gain more insight into the Choice Screening Difference and learn about our broad range of background screening and employment services. Should you have any questions along the way, please do not hesitate to contact me.

Sincerely,

Eric Vasquez

e: evasquez@choicescreening.com

p: (720) 974-7823

ChoiceScreening

Service Overview

PRICING + NO ADMIN FEES At Choice Screening, we do not charge set-up fees, maintenance costs or monthly minimums. You are only charged for the reports you request and relevant access fees for your search. No matter how small or large the account, Choice Screening gives every client the same level of commitment and support - from dedicated Account Executives to our outstanding Customer Service team!

In the following pages, you can view our recommended customized package as well as individual product pricing for your company.

PRODUCTS Choice Screening offers a full range of background screening products through our state-of-the-art technology. This results in the precise information you need, tailored to meet your individual preference. The fast, easy access to information provided by Choice Screening saves you time and money.

Studies have shown that 34% of applicants misrepresent facts on their application. This makes it vitally important to know you can trust your background report.

Following your customized packages and individual product pricing, you will find a brief description of our most common products, such as criminal and civil records, motor vehicle, drug and alcohol testing and compliance services. You can also find in depth descriptions on our website at www.choicescreening.com/background-screening-services.

ORDER & DELIVERY Our customers have different demands, so we offer a variety of options for ordering and receiving background reports, from the consent form to the final results. Each provides varying levels of automation so you can select your preferred approach. Your Account Executive will help you decide what works best for you!

Custom Packages

Comprehensive PKG w 10 Panel Drug Test (LabCorp)

PRICE – $48.50*

Verified Enhanced National Criminal

Includes SSN Trace & Address History
Alias & Associated Names
National Sex Offender Registry
OFAC Terrorist Database Search
Extended Global Sanctions/Watch List
Most Wanted Lists FBI, DEA, ATF, Interpol
OFAC Terrorist Database Search
OIG, GSA, SAM, FDA
All felonies and misdemeanors reported to the National database

Choice Screening AutoComplete

Will search **unlimited County and/or Statewide Criminal records** (felony and misdemeanor) to include all jurisdictions where the applicant and the Social Security Number Search have reported residing within the last 7 years

US Federal Criminal Search
Motor Vehicle Records (MVR)
10 Panel Drug Test (LabCorp)

Comprehensive PKG w 10 Panel Drug Test (eScreen)

PRICE – $62.00*

Verified Enhanced National Criminal

Includes SSN Trace & Address History
Alias & Associated Names
National Sex Offender Registry
OFAC Terrorist Database Search
Extended Global Sanctions/Watch List
Most Wanted Lists FBI, DEA, ATF, Interpol
OFAC Terrorist Database Search
OIG, GSA, SAM, FDA
All felonies and misdemeanors reported to the National database

Choice Screening AutoComplete

Will search **unlimited County and/or Statewide Criminal records** (felony and misdemeanor) to include all jurisdictions where the applicant and the Social Security Number Search have reported residing within the last 7 years

US Federal Criminal Search
Motor Vehicle Records (MVR)
10 Panel Drug Test (eScreen)

*Price does not include state agency or third-party mandatory access fees (if applicable).

DOT PKG w 10 Panel DOT Drug Test (eScreen)

PRICE – $69.00*

Verified Enhanced National Criminal

Includes SSN Trace & Address History
Alias & Associated Names
National Sex Offender Registry
OFAC Terrorist Database Search
Extended Global Sanctions/Watch List
Most Wanted Lists FBI, DEA, ATF, Interpol
OFAC Terrorist Database Search
OIG, GSA, SAM, FDA
All felonies and misdemeanors reported to the National database

Choice Screening AutoComplete

Will search **unlimited County and/or Statewide Criminal records** (felony and misdemeanor) to include all jurisdictions where the applicant and the Social Security Number Search have reported residing within the last 7 years

US Federal Criminal Search
Motor Vehicle Records (MVR)
5 Panel DOT Drug Test (eScreen)
DOT Verification (FMCSA) Database (1)

*Price does not include state agency or third-party mandatory access fees (if applicable).

Individual Service Pricing

CRIMINAL RECORDS

7 Year Misdemeanor & Felony (Choice Screening AutoComplete)	Package based
County Criminal	$8.00*
Statewide Criminal	$8.00*
Verified National Criminal	$6.00
Verified Enhanced National Criminal	$8.00
National Sex Offender Registry	$3.50
National Wants & Warrants	$8.00
US Federal Criminal (National)	$8.00
International Criminal	Price Varies

CIVIL RECORDS

County Civil	$12.00
US Federal Civil (National)	$12.00

SSN, ADDRESS HISTORY

SSN Verification & Address History	$3.50
Social Security Trace & Address History	$2.00
TransUnion Credit Report	$9.00

MOTOR VEHICLE

Motor Vehicle Record	$3.00*

RESUME VERIFICATIONS

Employment Verification	$9.00*
Education Verification	$9.00*
Professional License & Certificate	$9.00*
Professional & Personal Reference	$9.00*

Individual Service Pricing

DRUG, ALCOHOL & HEALTH SCREENING	LabCorp/eScreen
5 Panel Drug Test	$23.00/$36.00
10 Panel Drug Test	$24.50/$38.00
DOT Drug Test (eScreen)	$36.00
Titers	Price Varies
TENANT SCREENING	
Rental History	$9.00
Eviction Services	$9.00
POST HIRE SERVICES	
Form I-9 Comply™ (with option E-Verify integration at no charge)	$8.00
Workers Compensation	$9.00
Choice Rescreen	Package based
COMPLIANCE SERVICES	
Online Consent Form	Complimentary
Adverse Action Letters (Pre or Post)	$1.00
MEDICAL SANCTIONS	
OIG	$3.00
Medical Registries	$7.00

*Price does not include state agency or third-party mandatory access fees (if applicable).
**Credit Reports are subject to site inspection prior to activating service

Product Descriptions

Below you will find a brief description of our various products. What is set up in your account will be based on your specific needs - it's up to you if you have everything or only some activated. Your Account Executive can also help you select packages with practically any combination.

Criminal Records

Choice Screening employs a full-service research team that processes each criminal record search in the appropriate court as requested. Criminal information can come from state records, county records, or a multitude of databases. All information is either obtained directly from the courts themselves, or if in the case of a compiled database result, used as a pointer file and verified directly with the source of the information prior to reporting. Researchers refrain from conducting literal research when reasonably possible and investigate similarities in identifiers found to ultimately provide the most comprehensive results possible.

Some court resources charge an additional fee to access their records. In these cases, we will reach out to you for fee approval prior to processing the requested search.

---

7 YEAR MISDEMEANOR & FELONY (Choice Screening AutoComplete) This county criminal record search based on your applicant's 7-year address history is the cornerstone of a comprehensive background check. Reliable, thorough and accurate – this may be your most valuable resource to uncover criminal history.

COUNTY CRIMINAL Available in every county throughout the US, county criminal record searches are the foundation of your background check. Our public records researchers find, verify and report your candidate's criminal record history.

STATEWIDE CRIMINAL Access a broader scope of criminal records, beyond the county in which your candidate resides. Where available, statewide criminal records are uncovered and verified by our experienced researchers before reporting.

VERIFIED NATIONAL CRIMINAL Cast a wide net by accessing over 1,000 sources including sex offender registries, sanctions and national and international fugitive lists. This broad scope search can uncover criminal activity outside an applicant's residential jurisdictions.

VERIFIED ENHANCED NATIONAL CRIMINAL Harness all the power of the national criminal record search and gain a thorough address history from a variety of sources as well as an alias name criminal record search. This is our broadest search available and is verified by our skilled public records research team.

NATIONAL SEX OFFENDER REGISTRY Uncover sex offender and sexual predator records from all 50 states, DC and Guam. This search is especially appropriate for employees with access to vulnerable populations.

NATIONAL WANTS & WARRANTS Reveal active and open warrants reported in both US District and County courts. This broad-scoped search identifies active warrants, which are verified before reporting.

US FEDERAL CRIMINAL Identify and uncover criminal activity, prosecuted only in the federal court system. Our team searches nationwide to reveal the most expansive results of federal law violations, such as embezzlement, identity theft, drug and arms trafficking, and kidnapping.

INTERNATIONAL CRIMINAL Available in over 250 countries and territories, this search reveals criminal records outside domestic US searches. As mobility increases throughout the world, this search has proven value for employers with international applicants.

Civil Records

COUNTY CIVIL Uncover civil case records filed in the county courts, typically including small claims, breach of contract, lawsuits and more. Our researchers find, verify and report cases from upper and lower level courts.

US FEDERAL CIVIL Access records from all 94 federal courts to uncover federal civil disputes including bankruptcy, patent and anti-trust cases and when potential damages exceed $75,000. This search is especially valuable when fiscal responsibility is a qualifying, or disqualifying, factor.

SSN, Address History & Credit

SSN VERIFICATION & ADDRESS HISTORY As a long-standing basis of a comprehensive background screen, the SSN Verification & Address History provides direct access to the Social Security Administration (SSA). You'll easily confirm the primary name and DOB associated with a SSN and uncover alias names and address history to drive your criminal and civil record searches.

SS TRACE & ADDRESS HISTORY The Social Security (SS) Trace & Address History provides a thorough list of reported addresses and alias names associated with your applicant. Employers who do not need additional details associated with a SSN, such as death master index, will appreciate this focused search!

EMPLOYMENT CREDIT REPORT Gain insight into your applicant's fiscal responsibility and financial history. Employment Credit Reports uncover negative accounts, accounts in collections, and third-party inquiries. This search is especially valuable for individuals with access to assets and discretionary spending accounts. A site inspection is required for use of this product; your Account Executive can provide further details upon request.

Motor Vehicle Record

MOTOR VEHICLE RECORD Confirm the status of your applicant's driver's license and uncover driving history records including infractions, tickets and DUI's as reported by the state. Records are retrieved directly from the state Department of Motor Vehicles for the most accurate and up to date information available.

Resume Verifications

EMPLOYMENT VERIFICATION Past performance is a strong indication of future success. Verify and uncover discrepancies in your applicant's employment, reason for leaving and eligibility for rehire. Standard questions include information such as hire and termination dates, Title and Position, eligibility for rehire and reason for leaving.

EDUCATION VERIFICATION Confirm your applicant's reported educational achievements match the institution's records, such as graduation date, course of work, GPA and other factors. Our researchers can help authenticate these important qualifications. Standard questions include dates of attendance, graduation date, major/minor subjects, and degree titles.

PROFESSIONAL LICENSE & CERTIFICATE Ensure your applicants and employees have a valid and active license, without restriction or disciplinary action. Our researchers access the primary source of the claimed license so you can hire with confidence.

PROFESSIONAL & PERSONAL REFERENCE Gain valuable insight into an individual's behavior, work ethic and other factors that could influence your decision. Our experienced verifications team can help validate and expand upon details through former colleague and personal acquaintance interviews. Standard questions include relationship history, opinions on applicant strengths, areas for improvement, dependability, trustworthiness, and personability.

When processing a verification request, Choice Screening will attempt to contact the source through a variety of means including encrypted email, phone calls, facsimile requests, and when directed, through electric access to commercial databases such as The Work Number and National Student Clearing house. We will continue these attempts to contact throughout the day during different times in order to try to reach the listed contact at a time convenient to them. After 2 business days without response, we will reach back out to the client to obtain additional information or resources. After exhausting all resources, we will close the verification after 5 business days if no response has been received.

Often, employment and education institutions will utilize external commercial databases to house their records. These databases typically charge an additional fee to access their records. In these cases, we will reach out to you for fee approval prior to processing the requested verification.

Medical Sanctions

OIG Access nationwide records of exclusions, sanctions and debarments as listed with the Office of

the Inspector General (OIG). This search helps institutions maintain their ability to bill and receive reimbursement from federal programs by avoiding restricted and excluded individuals.

FACIS®[1] The Fraud and Abuse Control Information System (FACIS®) provides reliable, primary source data aggregation of disciplinary action and medical provider sanctions. This service is certified by NCQA, accredited by URAC and meets JACHO compliance standards.

1FACIS® is a licensed trademark of the Verisys Corporation.

MEDICAL REGISTRIES Verify that medical and administrative applicants will not pose a risk to patient safety, billing and reimbursement denial, or result in civil monetary penalties due to a negligent hire. This service offers direct access to various federal restriction, sanction and debarment databases.

Drug, Alcohol & Health Screening

URINE DRUG & ALCOHOL TEST As the most commonly used test for alcohol and drugs, the urine drug test is flexible, cost effective and available at thousands of lab collection sites. Negative results are returned within days while positive results are confirmed through our Medical Review Office (MRO).

HAIR DRUG TEST With up to a 90-day detection window, hair testing is tamper resistant and results in nearly twice the number of positive tests as compared to a urine drug test. This service is particularly beneficial when long-term observation is needed.

SALIVA DRUG & ALCOHOL TEST Saliva testing allows employers to collect on-site in 3-4 minutes, while still relying on traditional lab for accurate analysis. Negative results are returned within days while positive results are sent for MRO review.

DOT DRUG & ALCOHOL TEST Effectively manage your DOT compliance, stay organized and gain access to thousands of lab collection sites. DOT panels and procedures adhere to regulatory requirements as specified by the Department of Transportation.

TITERS In an effort to protect against the spread of disease, medical institutions use Titers testing to verify the presence of antibodies as part of initial hire and ongoing employment practices. This service will help you ensure compliance and regulatory standards are met and to maintain patient safety standards.

Tenant Screening

RENTAL HISTORY Uncover a previous landlord’s experience with your prospective tenant including lease terms, payment history and experience with the individual. This valuable search is an important part of a comprehensive tenant background check.

Post Hire Services

FORM I-9 COMPLY$_{TM}$ This Online Form I-9 management tool enables you to electronically file Form I-9 and verify employment eligibility through a direct E-Verify interface. Error checking algorithms virtually eliminate errors and omissions, while audit support helps keep you prepared.

WORKERS COMPENSATION Gain a more complete picture when dealing with work injury records. Identify past work injuries to aid in accommodation as well as help uncover and track related work injury claims.

CHOICE Rescreen The need to run a comprehensive, but cost effective, background check doesn't stop after the initial hire. Choice Rescreen helps employers stay organized and efficient when screening current employees, transfers and promotions. This service commonly aids employers with annual credentialing requirements.

Compliance Services

ONLINE CONSENT FORM Before any background check begins a signed consent form must be received from the applicant. Our online consent form helps save time, keeps you organized and it's complimentary to all our clients!

ADVERSE ACTION Any unfavorable decision based all or in part on the results of a background screen requires adherence to Adverse Action regulation according to the FCRA and some local legislatures. Our service will help keep you organized, efficient and compliant.

Choice Screening holds tight to our core values of integrity, innovation and partnership with every business relationship we establish. As a client, we're held to your highest expectations - we strive to keep you satisfied and happy with every background report!

Should you have any questions, please feel free to contact me at your convenience. You can also view extended service descriptions and access informative articles and resources on our website – www.choicescreening.com.

For additional information, to answer any of your questions, or to schedule a demo, please feel free to contact me at your convenience!

Eric Vasquez

e: evasquez@choicescreening.com

p: 720.974.7823

o: 877.929.7878

w: www.choicescreening.com

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City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

KRESS Employment Screening Proposal

CONTACT INFORMATION

Company:
KRESS Employment Screening

Email:
cwellman@kressinc.com

Contact:
Cynthia Wellman

Address:
13105 Northwest Fwy
Ste 1050
Houston, TX 77040

Phone:
N/A

Website:
https://kressinc.com/

Submission Date:
Sep 18, 2023 4:39 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Employment_Screening_Proposal_-_KRESS.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Not_Applicable.docx

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Insurance_Certificate.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

4.1_CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

4.2_GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4.5_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

4.7_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf_Signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

4.8_Conflict_of_Interers_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*
Once your account setup paperwork is submitted to KRESS, your account representative will process your application. KRESS asks that one business day be given to set up new accounts, however, accounts are usually processed within a few hours. You will be able to place orders immediately after an account has been created.

KRESS will gladly provide demonstrations, and any training needed, to those users listed on the client's account.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
Same day - 48 hours

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
Same day - 48 hours

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*
KRESS continuously monitors all mandates that affect the performance of background screening.

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
Sample_Report_-_John_Doe.pdf

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*
Adverse_Action_Sample_Letters.pdf

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
Subcontractors.docx

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
When fees are charged by counties to access records, KRESS simply passes those charges through, we do not mark up the prices. A list of county record fees are included in the attached proposal, section 1.

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
Clients are allowed to have as many users as they desire on their KRESS account at no additional charge.

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*
Placing_an_Order.docxLife_of_a_Background_Check_-_KRESS.pdf

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
KRESS is able to intgrate with Applicant Tracking Systems as needed by the client. Currently integrated with Essium.

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
Privacy_and_Data_Security_Policy.docx

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*
Yes. We provide our home-based workers with secure remote desktop access to our corporate network. This ensures that PII is never stored locally on their personal devices, reducing the risk of data breaches due to device theft or compromise. We use Amazon Web

Services which offers a secure remote environment with multiple layers of security, encryption, access controls, monitoring, and multi-factor authentication.

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*
KRESS will continue to provide training to all users, whenever needed, at no additional charge.

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*
Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

Customer_Service.docx

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*
Varies by location and client lab preference.

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*
No

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*
Yes

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name

C. Phone Number

D. Email Address

E. Years of Service

KRESS_References.docx

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*
Application_for_Service_2023.pdf

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$32.50	$32.50
2	Verification of Employment	1	each	$9.00	$9.00
3	Verification of Education	1	each	$9.00	$9.00
4	Verification of Licenses	1	each	$9.00	$9.00
5	Prior Supervisor Reference Request	1	each	$9.00	$9.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$9.00	$9.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Credit Check	1	each	$27.50	$27.50
8	Federal Court Records	1	each	$13.00	$13.00
9	Motor Vehicle Reports (MVR)	1	each	$8.75	$8.75
10	Pre-Adverse Letter	1	each	$4.50	$4.50
11	Adverse Letter	2	each	$4.50	$9.00
12	DOT Drug Test	1	each	$46.25	$46.25
13	5 Panel Drug Test (Non-DOT)	1	each	$46.25	$46.25
14	10 Panel Drug Test (Non-DOT)	1	each	$46.25	$46.25
TOTAL					**$279.00**

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

Pronto Test Labs Proposal

CONTACT INFORMATION

Company:
Pronto Test Labs

Email:
l.perez@prontotestlabs.com

Contact:
Leticia Perez

Address:
2215 N 23rd Street
McAllen, Texas 78501
McAllen, TX 78501

Phone:
(956) 322-5996

Website:
Www.prontotestlabs.com

Submission Date:
Sep 19, 2023 8:57 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Employment_Screening_Bidding_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

CM&F_Certificate_Of_Liability_Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
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- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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House_Bill_89_Verification.pdf

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1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

City_of_Edinburg_NonCollusion_Affidavit_of_Prime_Bidder.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Questionnaire_Form_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*

A. Account set up discovery call. Work with clients to figure out desired services to be configured.
B. Account is built handled by onboarding team (2-4 business days on average)
C. Onboarding team reaches out to clients for training.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
On average - 24-48 hours for criminal, 1-4 days for verifications *Does depend on the product/county we are searching* Note: Our team is very fast, but it does depend on the source we have to go to for the information.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
on average - Criminal 24 hours - 5 days Verifications 1-4 days *Does depend on the product/county we are searching* Note: Our team is very fast, but it does depend on the source we have to go to for the information.

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*
We are compliant with all federal laws and are SOC2 Certified and are accredited with the Professional Background Screening Association.

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
Background_Screening_Report.pdf

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*
Pre-Adverse_Action_Letter.pdfAdverse_Action_Letter.pdf

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
Does_your_business_model_include_retaining_independent_contractors_to_carry_out_searches.docx

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
Pass Through Fees: DMV

State	Fee
Texas [3 Years]	$6.50
Texas [7 Years - CDL Only]	$7.50

Pass Through Fees: State

State	Fee
Texas	$3.35

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
No user limits or costs for users.

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*

Briefly_describe_the_process_your_organization_uses_from_the_moment_a_request_for_background_is_submitted_to_the_time_the_employer_is_notified_of_the_results_in_terms_of_how_information_is_reques.docx

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
We have the ability to integrate with most Applicant Tracking Systems Extension, list= Partners

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
Verified_First_Security.docx

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*
https://verifiedfirst.com/compliance/

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*
Yes at no cost.

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*
Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

Please_describe_the_methods_of_customer_service_available.docx

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*
1

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*
No as we are also a mobile service.

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*

Yes we also provide mobile service

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name
C. Phone Number
D. Email Address
E. Years of Service

Please_provide_three.docx

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*
Proposed_Contract.docx

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$50.00	$50.00
2	Verification of Employment	1	each	$12.00	$12.00
3	Verification of Education	1	each	$12.00	$12.00
4	Verification of Licenses	1	each	$14.08	$14.08
5	Prior Supervisor Reference Request	1	each	$13.80	$13.80
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$45.00	$45.00
7	Credit Check	1	each	$15.25	$15.25
8	Federal Court Records	1	each	$15.00	$15.00
9	Motor Vehicle Reports (MVR)	1	each	$8.50	$8.50
10	Pre-Adverse Letter	1	each	$1.00	$1.00
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12	DOT Drug Test	1	each	$40.00	$40.00
13	5 Panel Drug Test (Non-DOT)	1	each	$35.00	$35.00
14	10 Panel Drug Test (Non-DOT)	1	each	$45.00	$45.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					$308.63

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

Salter Elite Consulting Proposal

CONTACT INFORMATION

Company:
Salter Elite Consulting

Email:
saltereliteconsultinggroup@gmail.com

Contact:
Felicia Evans

Address:
14550 Torrey Chase Blvd, Suite 270
Houston, TX 77014

Phone:
(832) 352-7151

Website:
www.saltermultiservice.com

Submission Date:
Sep 19, 2023 2:39 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

RFP_2023-017_~_Employment_Screenings_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
N.docx

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Certificate_of_Insurance_for_2023.pdf

4. Required Forms

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Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_-_signed_Completed.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire_~_Completed.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
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- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Discloure_Form_~_Completed.pdf

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HB 89

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House_Bill_89-_Verification_~_Completed.pdf

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SB 13 ENERGY COMPANY BOYCOTTS

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- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification_~_Completed.pdf

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SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

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If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification_~_Completed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affadavit_of_Prime_Bidder~_Completed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ_~_Completed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*

Our setup procedures are simple and straightforward. After our initial interview and verifying the key personnel and the users all we need is their full name and email address.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
36 hours the max 5 days

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
36 hours the max 5 days

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*
daily

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
N.docx

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*

N.docx

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
N.docx

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
Yes, our platform has pass-through costs for background screening as an extra cost. We will charge $99 extra.

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
5 users

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*
N.docx

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
This is an included feature for Checkr.

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
N.docx

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*
All sensitive information in the cloud (checker, accurate, sharefile, and other platforms must be employed by Salter Elite Consulting to access an authorized user from the client. Users need a 2-way verification to access the portals from business email and cell form through the authorization app.

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*
Yes, fee included with price

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*
Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

N.docx

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*
500+

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*
Yes

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*
Yes

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name
C. Phone Number
D. Email Address

E. Years of Service

REFERENCES.pdf

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*
Sample_Agreement_~_Completed.pdf

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$85.00	$85.00
2	Verification of Employment	1	each	$20.00	$20.00
3	Verification of Education	1	each	$20.00	$20.00
4	Verification of Licenses	1	each	$20.00	$20.00
5	Prior Supervisor Reference Request	1	each	$20.00	$20.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$45.00	$45.00
7	Credit Check	1	each	$99.00	$99.00
8	Federal Court Records	1	each	$99.00	$99.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Motor Vehicle Reports (MVR)	1	each	$20.00	$20.00
10	Pre-Adverse Letter	1	each	$20.00	$20.00
11	Adverse Letter	2	each	$20.00	$40.00
12	DOT Drug Test	1	each	$45.00	$45.00
13	5 Panel Drug Test (Non-DOT)	1	each	$45.00	$45.00
14	10 Panel Drug Test (Non-DOT)	1	each	$45.00	$45.00
TOTAL					**$623.00**

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-017

Employment Screenings

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Tuesday, September 19, 2023

TruView BSI, LLC Proposal

CONTACT INFORMATION

Company:
TruView BSI, LLC

Email:
wmanning@truviewbsi.com

Contact:
William Manning

Address:
225 Broadhollow Rd.,
Suite 304
Melville, NY 11747

Phone:
N/A

Website:
www.truviewbsi.com

Submission Date:
Sep 19, 2023 2:50 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

TruView_RFP_2023-017_Employment_Screenings_City_of_Edinburg.pdf

2. If you have any proprietary documents, please attach the redacted document here.
redactTruView_RFP_2023-017_Employment_Screenings_City_of_Edinburg_Redacted.pdf

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

COI_23-24_CCYB,_GL,_WC,_UMB,_CRM_-_TruView_Proof_of_Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

TruView_Conflict_of_Interest_Form.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

TRUVIEW_GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

TRUVIEW_LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

TruView_House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

TruView_Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

TruView_Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

TruView_Non-Collusion.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

TruView_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Vendor Questionnaire

BRIEFLY DESCRIBE YOU ACCOUNT SET-UP PROCEDURES*
TruView begins the implementation process immediately upon the contract award. The process addresses the points to ensure that all legal requirements and compliance elements are fully addressed; all Client authorized users are familiar with both the process and how to use the (very user friendly) TRU365 background screening platform, including ordering screens, receiving reports, managing the account, and so forth; and we have all the information we need to provide the most accurate screens and reports in the quickest possible time. The implementation process addresses confirmation of pricing and packages; discussion and review of all legal documents; completion and acknowledgment of client preferences; establishment of email contact/notification chain; credit credentialing; cooperation in the integration process; delivery of client "toolkit" and review of best practices; username/passwords instructions and setup; platform training; and client checkups. As described above, prior to the start date, at the contract startup meeting, TruView will conduct training to ensure that all authorized City of users are fully online. Additional training for new, authorized users will be provided for the duration of the contract. We initiate task orders on the day of receipt. Please see the complete proposal document, attached to #1 above for additional information, including Project Implementation Plan.

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH NO FINDINGS?*
24 to 48 hours for Comprehensive Background Check

WHAT IS THE TYPICAL TURN-AROUND TIME FOR RESULTS WITH FINDINGS?*
72 - 96 hours for the Comprehensive Background Check

HOW OFTEN DOES YOUR ORGANIZATION MONITOR FEDERAL MANDATES THAT MAY AFFECT YOUR OPERATIONS AND SERVICE PLAN?*

We monitor federal, state, and local mandates continuously and adjust our operations and service plan accordingly, with communication and collaboration with our Clients. TruView is an active member of the Professional Background Screening Association (PBSA), and the Society for Human Resources Management (SHRM). These organizations are tied to, and keep their membership appraised of, any changes in legislation, notable developments in the industry, and landmark litigation decisions. TruView leadership and analysts regularly participate in PBSA and SHRM webinars, as well as attend in-person conferences. TruView's Managing Director of Compliance, Education, and Training, Lisa Worgull, has served as Co-Chair of the PBSA Education Committee for over five years. Our Team is always on the cusp of industry intelligence, emerging trends, best practices, and so forth. As such, newly developed information is disseminated through TruView to the analyst level, and then communicated to the Client, or through continuing Client training. We apply state and local laws such as Fair Chance hiring laws, "Ban the Box" laws, and salary history bans to our everyday screening practices. TruView's platform is integrated with a dynamic legal compliance tracker on the back end of our system so that when we enter the jurisdiction, all applicable laws for that jurisdiction are displayed to our Research Analyst and Team Leader—for example, when performing a statewide search, our tracker prominently displays a list of all applicable laws that determine if there will be legal issues in reporting the finding. The screen is reviewed and analyzed by two pairs of TruView eyes. TruView's Legal Compliance Tracker technology assists our Research Analysts in ensuring that all federal, state, and local laws and regulations are following strictly on every screen. All TruView analysts are FCRA-certified and are required to complete and pass a proprietary TruView training program. They are trained in Client contract requirements and receive ongoing professional development and legal compliance training. We have built into our Team the professional experience to supervise and review our investigative work product for legal and compliance sufficiency. Every background investigative case report that is released from our offices will be reviewed by your dedicated Team Leader for accuracy and compliance. TruView is obligated under the Fair Credit Reporting Act (FCRA) to ensure that our partners understand their responsibilities as an end user of a consumer report and/or an investigative consumer report. Therefore, we go the extra mile to ensure that we remain up to date on all regulatory alterations to the compliance landscape. In short, we monitor and educate our staff so that the City will remain compliant throughout all of their background screening investigations. With the TRU365 background screening platform, the City's authorized users will have access to a variety of timely resources and updates by simply clicking on the menu bar of the TruView webpage.

ATTACH A COPY OF A SAMPLE RESULTS REPORT.*
Richard_Hernandez_Sample_-_TRU365.pdf

ATTACH A COPY OF A SAMPLE PRE-ADVERSE AND ADVERSE LETTERS.*

Sample_Pre-Adverse_Action-Revised.pdfSample_Adverse_Action-Revised.pdfTruView_Pre-Adverse_and_Adverse_Action_Best_Practices.pdf

DOES YOUR BUSINESS MODEL INCLUDE RETAINING INDEPENDENT CONTRACTORS TO CARRY OUT SEARCHES? IF SO, PLEASE PROVIDE THE NAME OF THE BUSINESS.*
Response_to_5.7.pdf

DOES YOUR ORGANIZATION HAVE PASS-THROUGH COSTS FOR BACKGROUND SCREENING BASED OFF OF LOCAL COSTS (EX. COUNTY RECORD FEES)? IF SO, PLEASE EXPLAIN.*
As expressed in our Pricing Notes included in the Main Proposal Document (#1 above), please note the following:

- All services do not include court, state, MVR, and third-party fees. All such fees are passed through at ***direct cost*** with no mark-up from TruView.
- TruView's Public Record Searches includes a **direct to court** search and do not use "screen-scrapers" or databases alone, which may lead to inaccuracies and violations of the FCRA.
- Unless otherwise stated, or requested, all public records research is seven (7) years in scope.
- For employment verifications, TruView will contact previous employers directly, unless that employer requires verifications to be conducted through a third party, such as The Work Number. If a third-party verification service must be utilized, TruView will pass through the access fee separately, as a direct cost. TruView will not contact applicant's current employer unless given authorization by the client.
- We believe TRUverification is the industry best practice for employment verifications. We conduct three attempts at a verification but we focus on direct contact with the employer. Our rule is three attempts over three days at three different times over three different mediums (email, fax, phone, secondary email). If unable to contact, we reach out to the applicant (or HR) for an additional contact or for secondary sources of verification, such as a W-2, payroll stubs from the first and last dates of employment, etc. This method helps ensure no verifications are closed as unable to verify.
- As a Client-customized option, TruView can **stop use of third-party verifiers** entirely by collecting documentation directly from the candidate to verify employment, using approved secondary sources as a part of our TRUverification process.
- As an additional buffer, and customized Client option, against third-party verification fees, TruView also integrates with a data technology partner that, through automation, verifies payroll and employment data at a reasonable cost. Their database covers a large percentage of the U.S. workforce. While we carefully vet all our service partners and have confidence in this technology to "bridge the gap," we will bill for this service ("Automated Payroll Verification") ***ONLY*** if it returns a positive result.

- For education verifications, TruView will contact educational institution directly, unless that institution requires verifications to be conducted through a third party, such as Parchment or National Student Clearinghouse.
- All searches, unless otherwise specified, are for domestic searches only. Additional fees apply for international records (TruView has capabilities in 220+ countries and territories!). Prior to any international records being ordered, the client will be supplied a price quote for that specific search methodology and country. No search will be ordered without the client's approval.

HOW MANY USERS ARE ALLOWED ACCESS TO YOUR SYSTEM? ARE THERE COSTS ASSOCIATED WITH INCLUDING ADDITIONAL USERS?*
A virtually unlimited number of authorized users can access the TRU365 background screening platform. There are no additional costs associated with additional users.

BRIEFLY DESCRIBE THE PROCESS YOUR ORGANIZATION USES FROM THE MOMENT A REQUEST FOR BACKGROUND IS SUBMITTED TO THE TIME THE EMPLOYER IS NOTIFIED OF THE RESULTS IN TERMS OF HOW INFORMATION IS REQUESTED AND COMMUNICATED*
Response_to_5.10.pdf

PLEASE DESCRIBE YOUR ABILITY TO INTEGRATE WITH APPLICANT TRACKING SYSTEMS, AND LIST APPLICANT TRACKING SYSTEMS. *
TruView has full integration capability. We delivered successful integrations for both turnkey SaaS ATS solutions, as well as for custom integrations, for large government agencies and international companies. TruView can integrate with over 100 ATS systems—and our technology development team builds custom middleware and web-service applications to assist in additional integrations. TruView's TRU365 platform directly integrates with ApplicantPro ATS. Other common integration capabilities include those with Workday, NEOGOV, UKGPro, UKGReady, Greenhouse, Oracle (including Oracle Taleo, Taleo Business Edition, Taleo Enterprise, and Oracle PeopleSoft), ADP, CareerBuilder, PeopleAdmin, iCIMS, Jobvite, Ceridian Dayforce, Cornerstone, SAP SuccessFactors, and many others. We support the highest standards for web services and ensure the optimum secure communication between the two systems. Our platform supports standard HR-XML or JSON data-interchange formats and numerous other commonly used coding languages, enabling efficient integration with nearly any applicant tracking and background check management systems. TruView's ATS integration solutions and customizations are designed for *your* needs. Through our integration partner Joynd, TruView offers a Rapid Deployment Integration Program to provide even quicker and more cost-effective integration services with modern ATS platforms.

DOES YOUR FIRM HAVE A PRIVACY AND DATA SECURITY POLICY? IS SO, PLEASE PROVIDE.*
TruView_Security_Practices_Overview.pdf

DOES YOUR FIRM USE HOME OPERATORS TO COMPLETE EMPLOYMENT AND EDUCATION VERIFICATIONS? IF SO, WHAT MEASURES ARE IN PLACE TO PROTECT PERSONAL AND IDENTIFIABLE INFORMATION?*

Some Research Analysts on the TruView Team work from locations remote to our primary offices. We follow extremely stringer policies and best practices for ensuring the protection of personal identifiable information. Analysts are only allowed to access TruView through a TruView-approved Internet firewall or other security device. Analysts conducting screens are limited to two means of access: either their assigned Workgroup, thus gaining the protections of TruView's firewall system; or Remote Desktop Server (RDS) when accessing from through the Cloud--this also ensures TruView's firewall protection. Bypassing TruView's computer network security by accessing the Internet directly is strictly prohibited and controlled. Mandatory security procedures are part of our six-week analyst training course and are reviewed and monitored constantly by management staff.

DO YOU PROVIDE ANY CUSTOMER TRAINING, AND IS THERE A FEE?*

TruView will train the Corporation’s authorized users in TRU365, as well as any additional authorized users over the duration of the contract. There is no fee for this service. Furthermore, our Managing Director of Compliance, Education & Training Lisa Worgull provides training in FCRA, background screening methods, concerns, and so forth, on a scheduled basis, as requested. TruView provides each Client with a TRU365 User Guide. The Client & Consumer Resources tab on TruView’s website, (www.truviewbsi.com/resources) provides a wide range of materials and articles that Clients can utilize to address common questions. From the Resources tab, Clients can access sections on Education, Frequently Asked Questions, and Helpful Documents. TruView’s background screening offices operate from 8:00 am to 6:00 pm in Eastern, Central and Pacific time zones, providing extended normal business hours. TruView also provides a “help@” email address and a 1-888 customer service number for urgent afterhours requests. Because we closely manage your background screening program and use a Dedicated Team Approach that ensures consistency, familiarity, and Client responsiveness, we resolve any problems or issues that arise, professionally and expediently.

PLEASE DESCRIBE THE METHODS OF CUSTOMER SERVICE AVAILABLE*

Ex. Will your firm provide a specific person to our account, do you have a trouble ticket system or a 1-800 number when assistance is needed?

Response_to_5.15.pdf

HOW MANY DRUG TESTING LOCATIONS ARE AVAILABLE?*

TruView integrates three of the largest medical testing labs in the United States—Quest Diagnostics, LabCorp/Medtox, and Alere eScreen—into our TRU365 background screening platform, giving Clients and applicants real-time web access to a vast network of over 13,000 collection sites and testing laboratories, including after-hours collection sites, clinics with extended hours coverage, and mobile collectors. The TRU365 drug screening platform offers greater usability and manageability, with quick service times and comprehensive coverage for all screens, anywhere in the United States.

ARE THE DRUG TESTING LOCATIONS LIMITED TO ONE LOCATION?*
TruView provides drug testing coverage throughout the United States, its territories, and the District of Columbia. With 13,000 testing facilities, and with mobile coverage available in some areas, over 98% of screening locations are 60 miles of less from any project site or future project site. TruView provides for screening locations within 30 miles of almost all locations.

DO YOU HAVE THE CAPABILITY TO ASSIGNING DRUG TESTING LOCATIONS BASED ON THE CANDIDATES LOCATION?*
Yes. TruView provides three separate options for Clients to use, wherein Client users can select labs, Applicant can select labs, or a lab can be predesignated for collection. When Clients or Applicants select the lab, the individual provides a zip code and available labs, per the designated service and the allowable number of miles from the location. TruView offers e-Chain of Custody for ease of use but has paper Chain of Custody forms available at designated locations, per Client specifications.

CAN THE CITY SELECT THEIR PREFERRED DRUG TESTING FACILITY?*
Yes

PLEASE PROVIDE THREE (3) REFERENCES*
To include:

A. Company Name
B. Contact Name
C. Phone Number
D. Email Address

E. Years of Service

TruView_References.pdf

SUBMIT A DRAFT/SAMPLE COPY OF THE PROPOSED CONTRACT/AGREEMENT.*
BSSA_TruView_-_Fillable.pdfTruView_End_User_Agreement_Gov_Agency.pdfTruView_Client_Certification_Government_Agency.pdfNote_on_Confidentiality_and_Client_Certification_and_End_User_Agreements.pdf

PRICE TABLES

EMPLOYMENT SCREENINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Comprehensive Background Check (to include Criminal Multi-State Database Search: Government & Terrorist Watch List, National Sex Offender Registry Search, Social Security Number Trace, Alias Search, 7 year County Felony & Misdemeanor Criminal Records)	1	each	$29.50	$29.50
2	Verification of Employment	1	each	$10.00	$10.00
3	Verification of Education	1	each	$6.00	$6.00
4	Verification of Licenses	1	each	$8.00	$8.00
5	Prior Supervisor Reference Request	1	each	$10.00	$10.00
6	DOT Regulated Previous Employer Verification (includes the Required Safety Performance Review & Drug and Alcohol Test History)	1	each	$15.00	$15.00
7	Credit Check	1	each	$7.00	$7.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Federal Court Records	1	each	$4.00	$4.00
9	Motor Vehicle Reports (MVR)	1	each	$2.50	$2.50
10	Pre-Adverse Letter	1	each	$0.00	$0.00
11	Adverse Letter	2	each	$0.00	$0.00
12	DOT Drug Test	1	each	$35.00	$35.00
13	5 Panel Drug Test (Non-DOT)	1	each	$30.00	$30.00
14	10 Panel Drug Test (Non-DOT)	1	each	$32.00	$32.00
TOTAL					**$189.00**

THE CITY OF Edinburg

RFP 2023-17 - Employment Screenings

Opening Date: September 19, 2023 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Total Score
ApplicantPro	90	90	90
Choice Screening, Inc	95	91	93
KRESS Employment Screening	50	82	66
Pronto Test Labs	50	76	63
Salter Elite Consulting	50	71	60.5
TruView BSI, LLC	65	82	73.5

CLIENT SERVICE AGREEMENT – EMPLOYMENT SCREENING

This Agreement, effective upon mutual execution of the parties, is by and between Choice Screening, 8668 Concord Center Dr; Englewood, CO 80112, and the company or other entity set forth below, hereinafter "**Subscriber**".

COMPANY DETAILS

Subscriber/Company Name:_____

DBA (If Applicable):_____

Tax ID Number: _____

Phone:_____Fax: _____

Subscriber Address: _____

City:_____State:_____Zip:_____

*Billing Address *(If Different)*: _____

City:_____State:_____Zip:_____

*Your monthly invoice will be sent to the address above.

Permissible Purpose ▪ Appropriate Use

Applies to all Subscribers in all states. Application will not be processed unless this information is provided.

Subscriber must specify the purpose for which Consumer Reports and Investigative Consumer Reports ("Screening Reports") will be ordered and used. Subscriber must confirm this use by checking the appropriate box below.

THIS SECTION MUST BE COMPLETED.

Reports will be used for the following purposes only:

☐ Employment purposes

☐ Other: [explain]**

_____

Initial: _____ Date: _____ / ____ / _____

☐ With written instructions of the Consumer**: [explain] _____

Initial: _____ Date: _____ / ____ / _____

**If "Other" or "With written instructions of the Consumer" is checked, please contact Choice Screening. You will need to execute a separate agreement with Choice Screening to cover the intended purposes of your report.

1. DEFINITIONS

For purposes of use in this Agreement, the following terms are defined as follows. Nothing contained herein is intended to deprive Subscriber or Choice Screening of any legal argument regarding the definition or use of any of the following terms outside of their use in this Agreement.

a. **"Consumer Information"** for purposes of use in this Agreement shall mean any and all personally identifiable information about a consumer provided to Subscriber as part of the Services.

b. **"Consumer Report"** for purposes of use in this Agreement shall mean information compiled regarding a consumer's credit history, criminal history, identity verification, motor vehicle records ("driving records"), verification of a consumer's education or employment history, worker's compensation injuries, or other background checks provided by Choice Screening to Subscriber. The specific categories of Consumer Information contained in a Consumer Report will be as ordered by Subscriber and limited to information that in the particular circumstances it is lawful for Choice Screening to report.

c. "**Investigative Consumer Report**" for purposes of use in this Agreement shall mean a Consumer Report or portion thereof in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with others with whom he is acquainted or who may have knowledge concerning any such items of information. The specific categories of Consumer Information contained in an Investigative Consumer Report will be as ordered by Subscriber and limited to information that in the particular circumstances it is lawful for Choice Screening to report.

d. "**Screening Reports**" shall be used as shorthand for the combination of either Consumer Reports or Investigative Reports.

e. **"CRA"** shall mean Consumer Reporting Agency.

f. **"Permissible Purpose"** shall mean a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Fair Credit Reporting Act ("FCRA") or applicable state law.

2. SCOPE OF SERVICES

a. **Choice Screening** will provide **Subscriber** with Screening Reports ordered by Subscriber pursuant to the terms of this Agreement and based on Subscriber's representations and certifications under this Agreement. Subscriber hereby subscribes to the Services of Choice Screening specified herein and agrees to pay to Choice Screening the applicable rates and charges set forth in the pricing list provided in the proposal as they exist now and may be updated with written notice from time to time by Choice Screening.

b. Screening Reports are initiated by Subscriber by providing Choice Screening with the requisite subject identifiers including, at a minimum the individual's first and last name, middle name (or certification the individual has no middle name), date of birth, and social security number (if applicable), along with any additional information required to complete the requested searches including, but not limited to, driver's license numbers, schools attended, prior employers and places of residence.

c. Choice Screening, using primary sources of information, will deliver Screening Reports including, but not limited to, criminal records, civil records, credit reports, driver's license records, and verifications of education, employment, and licensure at the request of Subscriber based on those search elements requested. For a full list of searches available and their sources, please visit: https://www.choicescreening.com/truth-in-advertising.

d. **PERFORMANCE**- Choice Screening will use its best efforts to provide timely reporting of available information in a manner consistent with generally accepted standards of business practices in its industry. However, Choice Screening shall not be responsible for delays or failures in performance resulting from acts beyond the control of Choice Screening. Such acts shall include but shall not be limited to: Acts of God, strikes, lockouts, riots, governmental regulations superimposed after the fact, fire, system failures, database failures, Internet failures, earthquakes, court closures or delays, public record source closures or delays, disasters, or States of Emergency. Subscriber hereby acknowledges that from time to time, Screening Reports may be delayed or may not be able to be completed due to a jurisdictional delay, court rule changes, a slow information source or unusual circumstances beyond the control of Choice Screening and acknowledges that Choice Screening cannot guarantee a specific turnaround time for each specific Screening Report.

e. **LEGAL COUNSEL**- Choice Screening is not legal counsel and cannot provide legal advice. Subscriber should work with Subscriber's own legal counsel to develop an employment screening program specific to their needs and to ensure Subscriber's policies and procedures in relation to the use of CRA-provided information are in compliance with applicable federal, state and local laws and regulations. Subscriber should consult with Subscriber's legal counsel regarding their specific, legal responsibilities when procuring a Screening Report as well as prior to taking adverse action based on a Screening Report. Any educational materials (such as alerts, webinars, presentations, web postings, or template documents) provided by Choice Screening are for general informational purposes only and expected to be reviewed by Subscriber and Subscriber's legal counsel before Subscriber uses or relies on any such educational materials provided by Choice Screening. Subscriber is expected not to, and agrees not to, use in whole or in part any materials provided by Choice Screening unless it has come to its own legal conclusion that the materials will be legally compliant as used by Subscriber.

f. Subscriber may use direct online systems made available by Choice Screening for ordering or reviewing Screening Reports in some circumstances. Subscriber acknowledges that not all background screening products and services are available directly on-line.

g. Subscriber understands and agrees that Choice Screening shall use good faith efforts to obtain reliable Consumer Information via public record resources; however, Choice Screening may also rely on third party CRAs or data vendors to obtain or source Consumer Information. The information retrieved and provided in Screening Reports is dependent upon the information provided to Choose Screening by Subscriber, the public records sources, and third-party sources. In the event the Subscriber fails to provide Choice Screening with a list of all states and counties where the individual resides or has resided, or fails to order a more detailed records search, Choice Screening will not be able to provide Subscriber with information that is outside the scope of Subscriber's order. Likewise, Subscriber understands and agrees that Choice Screening does not guarantee the accuracy or validity of information in public records or in third-party data repositories, only that Choice Screening will faithfully transmit the information as it has been provided by the public records sources or third-party data repositories to Choice Screening.

   As a result of Subscriber's understanding, Subscriber covenants not to sue or maintain any claim, cause or action, demand, cross-action, counterclaim, third party action or other form of pleading against Choice Screening, and its officers, directors, agent's representatives, affiliated credit report agencies, independent contractors and employees arising out of or relating in way to the underlying accuracy, validity, or completeness of any background information.

3. FCRA OBLIGATIONS, PERMISSIBLE PURPOSE, AND END USER RESPONSIBILITY

a. The FCRA along with the other federal laws, acts, rules, and regulations referenced in this Agreement along with various state and local regulations, govern the activities of CRAs, as well as the end users of the information procured from CRAs. Choice Screening and Subscriber each hereby mutually certify and warrant they will comply with all applicable federal, state, and local statutes, regulations and rules that govern the Services provided to Subscriber.

b. Subscriber acknowledges that Choice Screening is a CRA. Subscriber further acknowledges and understands that the Screening Reports may be governed or regulated by a state law or local ordinance. Subscriber agrees that it is familiar with the FCRA and other state and local laws governing the Screening Reports, has fully reviewed those laws as applicable to Subscriber. Subscriber shall also comply with its obligations under the Consumer Reporting Employment Clarification Act of 1998 and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) (Public Law 108-159), Section 506 of the Gramm-Leach-Bliley Act (Public Law 106-102), Drivers Privacy Protection Act. 18 USC § 2721 et. seq, ("DPPA") as well as any applicable state or local laws covering the same subject matter. Subscriber accepts complete and full responsibility for any damage resulting from Subscriber's violations of the FCRA, Gramm-Leach-Bliley Act, DPPA, or any State law or local ordinance governing the Screening Reports.

c. **FCRA, STATE AND LOCAL LAW CERTIFICATIONS**- Subscriber has reviewed and agrees and certifies to the Subscriber Employment Purposes Certification attached hereto as **Exhibit A**. Subscriber is hereby advised that if a CRA or user of such information willfully fails to comply with any FCRA requirement, the CRA and its agents and/or the user are responsible to the individual that is the subject of the report.

   THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

d. Subscriber agrees to retain proof of permissible purpose and its compliance with the Subscriber Employment Purposes Certification with respect to each Screening Report for seven (7) years from the date of Subscriber's first access to the Screening Report, or in accordance with any data retention laws applicable to such information and make such information available to Choice Screening upon reasonable written request.

e. Subscriber acknowledges receipt of all notices required by the FCRA including:

   i. **The Summary of Consumer's Rights Under the FCRA** available at: https://f.hubspotusercontent40.net/hubfs/457342/A%20Summary%20of%20Your%20Rights%20Under%20the%20FCRA.pdf

   ii. **Obligations of Users of Consumer Reports** available at:

   https://f.hubspotusercontent40.net/hubfs/457342/Obligations%20of%20Users%20under%20the%20FCRA.pdf

   iii. **Remedying the Effects of Identity Theft** available at:

   https://files.consumerfinance.gov/f/documents/bcfp_consumer-identity-theft-rights-summary_2018-09.pdf

   iv. **Vermont Fair Credit Reports Statute** available at:

   https://f.hubspotusercontent40.net/hubfs/457342/Vermont%20Fair%20Credit%20Reporting.pdf

f. Where Subscriber is a California employer, it hereby certifies that it will comply with all provisions of California Civil Code that regulate the use of "Consumer Credit Reports" and "Investigative Consumer Reports" as defined under California law, that the person procuring or causing the request for an employment related report has made the applicable disclosures to the Consumer required under these laws, that the Subscriber is requesting Reports only with the purpose set forth below as permitted under California Civil Code 1786.12 and, that if the permitted purpose changes, Subscriber will immediately notify Choice Screening in writing and discontinue further use of the system.

4. CONFIDENTIATLITY, PRIVACY AND SECURITY OF INFORMATION

a. **USE OF INFORMATION**- Subscriber certifies that Subscriber shall use the Screening Reports in strict confidence: (a) solely for the permissible purpose(s) certified by Subscriber and for no other purpose; and (b) solely for Subscriber's exclusive one-time use. Subscriber shall not request, obtain, or use Screening Reports for any other purpose, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Screening Reports.

The Screening Reports shall be requested by and disclosed by Subscriber only to Subscriber's designated and authorized employees having the need to know and only to the extent necessary to enable Subscriber to use the Screening Reports in accordance with this Agreement. Subscriber shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. If Subscriber, in violation of this Agreement, shares or discloses a Screening Report to any other third- party other than the Consumer who is the subject of the Screening Report, Subscriber agrees to fully defend, indemnify, and hold harmless Choice Screening for any claim arising out of or relating to such act of Subscriber.

b. **DATA PROTECTION**

Definition: For the purposes of this Agreement, "Confidential Information" shall mean any and all non- public scientific, technical, financial, or business information in any form (written, oral, or visual) possessed by either party and furnished or made available to the other party during the term of this Agreement.

Subscriber understands the sensitive nature of the Screening Reports, the need to protect the information, and the Consumer report retention and destruction practices outlined by the FCRA and DPPA. Subscriber agrees to:

i. Limit use and dissemination of Consumer Information or other confidential information to only those with legitimate need, permissible purpose, and authorized by Consumer.

ii. Retain Consumer Information and Screening Reports in a confidential manner.

iii. Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through PII as it is being disposed. After conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each workday.

iv. Hold all confidential information in confidence and not, directly, or indirectly, disclose to any third party any confidential information, except as expressly permitted in this Agreement.

v. Protect the privacy of Consumer Information which is contained in motor vehicle records, and

access DMV records only with the consent of the Consumer.

c. **PERSONALLY IDENTIFIABLE INFORMATION**

The parties acknowledge that the information supplied by the other may include confidential personally identifiable information ("PII") and it is receiving party's obligation to keep all such accessed information confidential and secure. Accordingly, both parties shall:

i. ensure that none of its employees obtains or uses any information from the PII for personal reasons, or transfers any information received through the PII to any party, except as expressly permitted hereunder;

ii. keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs;

iii. immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination;

iv. in addition to any obligations under this Agreement, take all commercially reasonable measures to prevent unauthorized access to, or use of, the PII or data received there from, whether the same is in electronic form or hard copy, by any person or entity;

v. take all steps to protect their networks and computer environments, or those used to access Consumer Information, from compromise. Both Parties will implement policies and procedures to prevent unauthorized use of User IDs and the Consumer Information and will promptly notify the Party who supplied the information, in writing if the receiving Party suspects, has reason to believe or confirms that Consumer Information (or data derived directly or indirectly there from) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. The Party in custody of the Consumer Information when the breach occurred shall remain solely liable for all direct costs associated therewith and shall further reimburse the other for any expenses it incurs due to the failure to prevent such impermissible use.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS OF LIABILITY

a. **NOTICES**- Any notice required or permitted to be given hereunder, shall be in writing, and shall be by a recognized express courier service with guaranteed third-day delivery or sooner with confirmed receipt**,** properly addressed to the intended recipient as its address is set forth herein; or by facsimile to be effective as of the date transmitted, provided notice in writing is also given by a recognized express courier with guaranteed third-day delivery or sooner; or by certified mail, properly addressed to the intended recipient as its address is set forth herein. Either party may from time to time change its notice address by giving the other party written notice of the change in accordance with this paragraph.

b. **ASSIGNMENT**- Subscriber shall not assign this Agreement without Choice Screening's prior written consent.

c. **DISCLAIMER OF LIABILITY/DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY**

i. While Choice Screening believes that the databases it uses and subscribes to and the information contained therein is correct, complete, current, and accurate, any and all warranties of merchantability, or fitness for a particular purpose of such information, of the database, of the system, or of the Choice Screening web site are disclaimed.

ii. Information obtained through Choice Screening's electronic systems, from the database itself, and/or through the Choice Screening web site, are all provided "as is," without warranty of any kind, express or implied. Choice Screening expressly disclaims all implied warranties, including without limitation warranties of performance, merchantability, and fitness for a particular purpose. Choice Screening makes no warranty concerning the accuracy, correctness, completeness, currentness, merchantability, or fitness for a particular purpose of the information or records available through the system. Choice Screening does not warrant that any such information, or the system, or the database, or the Choice Screening web site will be uninterrupted or error free. Choice Screening makes no warranties concerning the results obtained from using such information, the system, the database, or the Choice Screening web site.

iii. In no event shall Choice Screening or its shareholders, directors, members, principals, officers, employees, agents, suppliers, or representatives (i) be liable to any other person or entity for any claim, injury, loss, or damage resulting from the furnishing or omission to furnish information or records, or (ii) be liable to Subscriber or any other person or entity for any claimed lost profits or consequential, incidental, indirect, or special losses or damages relating in whole or in part to anyone's use of, or inability to access or use, any information sought or obtained through the services, even if Choice Screening may have been advised of the possibility of such losses or damages. Choice Screening's liability to Subscriber, if any, shall in no event exceed the total amount Subscriber has paid to Choice Screening during the 12- m o n t h period preceding the event giving rise to the claim for damages. Final verification of an individual's identity and use of the Report contents are Subscriber's sole responsibility.

d. **ENTIRE AGREEMENT**- This Agreement, along with Exhibit A, constitutes the entire agreement between the parties with respect to this subject matter, and all prior agreements and/or representations, whether oral or written, are superseded hereby.

e. **MODIFICATION, AMENDMENT OR WAIVER**- No provision of this Agreement will be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of both parties. No waiver of a right under this Agreement by either party shall constitute a subsequent waiver of such right of any other rights under this Agreement.

f. **GOVERNING LAW**- This Agreement shall be deemed made in and be governed by and construed in accordance with the laws of the state of Colorado, without regard to choice of law provisions, and in accordance with the Federal Arbitration Act. Any disputes arising out of or related to this Agreement that cannot be resolved by the parties must be resolved in binding arbitration only administered by the American Arbitration Association before a single arbitrator in Colorado, pursuant to the Commercial Rules of the American Arbitration Association as applicable at the time of the dispute, and not in court. Those rules are presently available online at https://www.adr.org/Rules or by request from the American Arbitration Association or by request from Choice Screening. The judgment on the award rendered by arbitrator, however, may be entered in any court having jurisdiction thereof. The arbitrator shall apply the substantive law of the state of Colorado or federal law as may be applicable to the dispute.

g. **REPRESENTATIONS**- Each party to this Agreement represents and warrants that: (i) it has full power and authority to enter into and perform this Agreement and the person(s) signing this contract on behalf of each has been properly authorized and empowered to do so. (ii) it has read this Agreement, understands it, and agrees to be bound by it. (iii) it is free to enter into the Agreement and that it is not subject to any restrictions, which might prohibit it from fulfilling its responsibilities and duties; and (iv) it will comply with all applicable laws, rules, and regulations in performing its obligations hereunder.

h. **SEVERABILITY**- If any term or provision of this Agreement shall be found to be illegal or unenforceable then that portion shall be considered to be removed from this Agreement and it shall not affect the enforceability of the remainder of this Agreement.

6. FEES, TAXES AND PAYMENTS

a. **CHARGES TO SUBSCRIBER AND PAYMENT TERMS**- Charges for Services are set forth in the pricing list, as amended from time to time. For each response to a request for a chargeable service, Subscriber agrees to pay to Choice Screening the applicable charge then prevailing for Services rendered to Subscriber, ("Current Price(s)"). Unless otherwise agreed to in writing, Subscriber shall pay Choice Screening its then Current Price(s) for Services rendered as they are set forth in the price sheet. Displayed prices do not include third party access/processing fee charges to Choice Screening which are required for some verifications of employment, credentials, general access, and/or licensure. These charges are passed on to Subscriber. Submitting the order constitutes Subscriber's acknowledgment and acceptance of the charges for the ordered Services.

b. Payment for Services is based on the Subscriber's desire and/or credit worthiness. Payment from Subscriber is due within thirty (30) days of receipt of the monthly statement of Services. Electronic payment is the preferred method of payment and Subscriber shall have five (5) days to dispute electronic charges after the date of transfer. In the event that Subscriber fails to register a dispute within such period of time, such charges shall be deemed acceptable in all respects. Balances due and payable to Choice Screening more than thirty (30) days following the date the statement was rendered will accrue a finance charge of one and one-half percent per month (18% per annum) or the highest lawful rate, whichever is less, until paid in full. Subscriber is responsible for and will be charged for any collection expenses including, but not limited to reasonable attorneys' fees and costs.

c. **SUBSCRIBER CREDIT AND BANKING INFORMATION**- By executing this Agreement, Subscriber acknowledges and agrees that Choice Screening in connection with this Subscriber's Service Application may request its credit report. Subsequent credit reports may be requested solely in connection with any renewal or extension of credit to Subscriber.

7. MISCELLANEOUS

a. Subscriber acknowledges that during the course of this Service Agreement Subscriber may be in receipt of proprietary and confidential information relating to Choice Screening's business and hereby agrees to hold said information in strict confidence including, but not limited to, the Covenants and Conditions of this Service Agreement.

The waiver of a breach or violation of any Covenant or Condition of this Agreement shall not be construed to be a waiver of any subsequent Covenant or Condition of this Agreement.

8. TERM AND TERMINATION OF AGREEMENT

a. Subscriber understands and agrees that the initial term of this Agreement is 12 months. If notice of termination by Choice Screening is given due to the nonpayment by Subscriber for Services rendered and invoiced hereunder, Subscriber shall have fifteen (15) days to cure said nonpayment prior to termination. After the initial term, this Agreement shall automatically renew for an additional 12 months annually for up to a total of 3 renewal periods unless cancellation of this agreement is submitted in writing to Choice Screening no less than thirty (30) days prior to the end of any term.

b. Notwithstanding the forgoing, if subscriber is delinquent in the payment of charges, violates the FCRA or other laws applicable to the Screening Reports or Services or violates a material term of this Agreement, Choice Screening may, at its election, discontinue providing Consumer Information and Screening Reports and terminate this Agreement immediately. Subscriber should at all times be responsible for any charges for work in progress incurred by Subscriber or Choice Screening on behalf of Subscriber.

c. In the event of termination of this Agreement for any reason, the obligations of Sections 3 and 4 will remain in full force and effect in perpetuity.

EXECUTION IN COUNTERPARTS- This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so by and on behalf of the party for whom they are signing.

Each Party represents that it has caused this Agreement to be executed on its behalf as of the Effective Date by a representative authorized to bind that Part with respect to the undertakings and obligations contained herein.

SIGNATURES

Subscriber – Accepted BY:	**Choice Screening – Accepted BY:**
_____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
_____	_____
PRINT NAME	PRINT NAME
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE

USER INFORMATION

Please complete the information below for any individuals requiring access to Choice Screening's website (attach additional pages as necessary).

USER 1

Name: _____

Email: _____

Phone: _____

User Level: ____ Entry ____ Standard ____ Power

USER 2

Name: _____

Email: _____

Phone: _____

User Level: ____ Entry ____ Standard ____ Power

USER LEVEL DESCRIPTIONS

Entry – only has access to activity they initiate with no access to reports.
Standard – access to activity they initiate.
Power - access to all account activity.
Additional user levels can be provided by your account representative.

I authorize Choice Screening to establish access accounts for the individuals listed above with the level of access indicated. I agree to notify Choice Screening in the event that authorized individuals no longer require access to the system. Reasons to notify Choice Screening would include but are not limited to system users leaving the organization or changing roles.

COMPANY CONTACT INFORMATION

Main Contact

Name: _____

Title: _____

Phone: _____

Email: _____

Billing Contact

Name: _____

Title: _____

Phone: _____

Email: _____

Please Email a Completed Client Service Agreement and Attachments to your Account Advisor.

STATE COMPLIANCE MATTERS

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned,_____(Subscriber), acknowledges that it subscribes to receive various information services from Choice Screening, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act 15 U.S.C.

§ 1681 et. Seq., as amended (the "FCRA) and its other state law counterparts. In connection with Subscriber's continued use of Choice Screening, Inc. information services in relation to Vermont Consumers, Subscriber hereby certifies as follows:

Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Choice Screening, Inc. Screening Reports relating to Vermont residents, which are credit reports as defined by the VFCRA, only after Subscriber has received prior Consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reports Statute was received from Choice Screening, Inc.

Subscriber: _____

_____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
_____	_____
PRINT NAME	PRINT NAME
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE

Please also include the Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Phone: _____

Email: _____

EXHIBIT A

SUBSCRIBER EMPLOYMENT PURPOSES CERTIFICATION

_____ ("Subscriber"), hereby certifies and agrees to the following certifications now, and also agrees that each order of a consumer report or investigative consumer report (collectively "Screening Report") by Subscriber from Choice Screening, Inc. ("Choice Screening") will constitute Subscriber's renewed agreement to, re-certification to, and re- affirmation of, each of the following certifications. Subscriber avers, represents, and certifies that each individual user it has authorized to place orders of Screening Reports on its behalf with Choice Screening has the authority to act for Subscriber and to re-certify to the following statements by placing such orders:

(a) Subscriber ordered the Screening Report for employment purposes and will not use the Screening Report for any impermissible purposes. To the extent applicable, Subscriber will only use the Screening Report for purposes allowed by the Driver Protection Privacy Act, 18 U.S.C. § 2721 et seq ("DPPA").

(b) Subscriber has complied with 15 U.S.C. § 1681b(b)(2) with respect to the Screening Report.

(c) Subscriber has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, that may be required by state or local law regarding the procurement or use of a Screening Report or governing any investigation containing the types of information provided by Choice Screening to Subscriber, including but not limited to criminal history information (sometimes referred to as "ban the box" or "fair chance" laws). Subscriber will also comply with the DPPA and any state or local laws covering the same subject matter.

(d) Subscriber will comply with 15 U.S.C. § 1681b(b)(3) with respect to the Screening Report if 15 U.S.C. § 1681b(b)(3) becomes applicable, and, to the extent required by applicable law or regulation, Subscriber will inform Consumer of the reason for the adverse action.

(e) Subscriber has received and reviewed the "Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," provided by Choice Screening.

(f) No one at Subscriber will use information from the Screening Report in violation of any applicable Federal, State, or local equal employment opportunity law or regulation.

In addition to the foregoing, if the Screening Report is an investigative consumer report, Subscriber also hereby certifies that:

(a) Subscriber has complied with 15 U.S.C. § 1681d(a)(1).

(b) Subscriber will comply with 15 U.S.C. § 1681d(b).

(c) Subscriber has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, which may be required by state or local law regarding the procurement or use of an investigative consumer report.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in California or for a Consumer with a current residential address in California, Subscriber also hereby certifies that:

(a) Subscriber ordered the Screening Report for employment purposes and no other purposes.

(b) Subscriber has made the applicable disclosures to the Consumer required by California Civil Code Section 1786.16.

(c) Subscriber has provided the Consumer means by which the Consumer may indicate on a written form, by means of a box to check, that the Consumer wishes to receive a copy of any Screening Report that is prepared. If the Consumer wishes to receive a copy of the Screening Report, Subscriber will send a copy of the Screening Report to the Consumer within three business days of the date that the Screening Report is provided to Subscriber. The copy of the Screening Report will contain the name, address, and telephone number of Choice Screening and how to contact Choice Screening.

(d) Subscriber will comply with California Civil Code Section 1786.40, if the taking of adverse action is a consideration.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New Jersey or for a Consumer with a current residential address in New Jersey, Subscriber also hereby certifies that:

(a) Subscriber ordered the Screening Report for employment purposes and for no other purpose.

(b) Subscriber has made the applicable disclosures to the Consumer and obtained the Consumer's written authorization as required by New Jersey Stat. § 56:11-31(c).

(c) Subscriber will comply with New Jersey Stat. § 56:11-31(e), if the taking of adverse action is a consideration.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York or for a Consumer with a current residential address in New York, Subscriber also hereby certifies that it provides a copy of New York Article 23-A to any Consumer in New York subject to a Screening Report that contains criminal records and complies with New York Article 23-A and any other applicable state law in making employment decisions based in whole or in part on the Consumer's criminal records.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York City or for a Consumer with a current residential address in New York City, Subscriber also hereby certifies that it has complied with and will comply with all aspects of the New York City Fair Chance Act and its implementing regulations and guidance as may be in effect at the time of the order, including but not limited to any applicable restrictions on when statements regarding criminal background checks or inquiries into criminal record histories may be made, as well complying with all requirements for notices to be provided to the Consumer. Without limiting the foregoing, by placing an order for a Screening Report in New York City or for a Consumer with a current residential address in New York City, Subscriber certifies that: (1) the order represents that a conditional offer of employment as defined by the New York City Fair Chance Act and/or its implementing regulations or guidance has already been made, (2) if any criminal records appear on the Screening Report, Subscriber will conduct an individualized assessment compliant with the New York City Fair Chance Act before taking any adverse action based on the criminal records on the Screening Report and (3) Subscriber will not consider any criminal record history that the New York City Fair Chance Act bars Subscriber from considering for employment purposes.

In addition to the foregoing, if the Screening Report contains an order for credit history information of a Consumer to be used for employment purposes, Subscriber agrees and represents that it has confirmed that applicable law in the jurisdiction in which the Consumer will be screened legally permits Subscriber to inquire about and use credit history in evaluating the Consumer for employment purposes and that it has complied and will comply with all requirements regarding the use of credit history for employment purposes in the applicable jurisdiction. This includes, but is not limited to, Subscriber's specific averment that it has reviewed the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e and understands and will comply with its requirements with respect to Vermont Consumers.

In addition to the foregoing, Subscriber hereby also certifies and agrees that if Subscriber violates or otherwise fails to fully comply with any of the above agreements and certifications or otherwise fails to comply with applicable laws governing background screening, Subscriber agrees to fully defend and indemnify Choice Screening for any alleged claims, demands, damages or violations arising out of or related to Subscriber's violation or failure to fully comply.

SUBSCRIBER HEREBY UNDERSTANDS AND AGREES TO THE TERMS OF THIS CERTIFICATION.

Subscriber: _____

_____

AUTHORIZED SIGNATURE

_____

PRINT NAME

_____

TITLE

_____

DATE

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.B.
Police Department Uniform Cleaning and Pressing Service

1. **Agenda Item:**
Consider Awarding RFP No. 2024-003, Police Department Uniform Cleaning and Pressing Service to $1.50 Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Jaime Ayala, Police Chief]

2. **Description:**
On, Tuesday, October,31, 2023, requests for proposals were opened for RFP No. 2024-003, Police Department Uniform Cleaning and Pressing Service. One (1) proposal was received and opened. After review and tabulation staff recommends awarding RFP No. 2024-003, Police Department Uniform Cleaning and Pressing Service to $1.50 Cleaners the lowest bidder meeting specifications in the amount not to exceed $50,000.00 per unit price as listed. The city of Edinburg has previously done business with vendor. The city has verified no monies are owed to the city by the vendor.

Below is the list of contractors who responded to the RFP:

$1.50 Cleaners - not to exceed $50,000 per unit price as listed

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
	$3.25 each
Uniform Shirt	**$3.25 each**
Uniform Short	**$3.25 each**
Uniform Pant	**$3.25 each**
Polo Shirt	**$3.25 each**
BDU's Pant	**$3.25 each**
BDU's Shirt	**$3.25 each**
Jacket	**$3.25 each**
Dress Shirt	**$3.25 each**
Dress Slack	**$33.25 each**
Dress Suit Jacket	**$33.00 each**
Other items not listed	

Funding is available in the 2023-2024 General Fund Operating Budget, Police Department.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2024-003, Police Department Uniform Cleaning and Pressing Service to $1.50 Cleaners Based on Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:
Jaime Ayala, Police Chief

Prepared by:
Iris Alvarado, Management

Services Administrator
Delia Jaramillo,
Administrative Specialist
Rogelio Garcia

Attachments:

A. RFP 2024-003
B. $1.50 Cleaners Proposal
C. Vendor Evaluation
D. Bidders List
E. Agreement

REQUEST FOR PROPOSAL

2024-003

POLICE DEPARTMENT UNIFORM CLEANING & PRESSING SERVICE

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 11, 2023

DEADLINE FOR QUESTIONS: October 23, 2023

RESPONSE DEADLINE: October 31, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

Police Department Uniform Cleaning & Pressing Service

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

VII. Evaluation Criteria .....

Attachments:

A - Sample Agreement.....

1. Introduction

1.1. Summary

The City of Edinburg Police Department (EDPD) is soliciting proposals for uniform cleaning and pressing services.

1.2. Background

The SERVICES will be provided to approximately 191 police officers.

1.3. Contact Information

Rogelio Garcia
Special Services Manager
1702 S. Closner Blvd.
Edinburg, TX 78539
Email: rgarcia@cityofedinburg.com
Phone: (956) 289-7710

Department:
Police

Department Head:
Jaime Ayala
Chief of Police

1.4. Timeline

Release Project Date	October 11, 2023
Question Submission Deadline	October 23, 2023, 10:00am
Proposal Submission Deadline	October 31, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Police Department Uniform Cleaning & Pressing Service.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, October 31, 2023.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, October 31, 2023.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2024-003" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2024-003

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 10:00 am on Monday, October 23, 2023.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Police Department Uniform Cleaning & Pressing Service

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Police Department Uniform Cleaning & Pressing Service as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENT

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) Requesting Price Adjustment: Upon written request of the Vendor to the City Purchasing Agent, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the
- supplier's advisory or notification to the vendor of the price changes,
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.
- The City of Edinburg's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the City of Edinburg,
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice,

- The City of Edinburg may only grant a price increase if the evidence presented is deemed reliable. Should the City of Edinburg allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change, Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the City of Edinburg shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they me requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City of Edinburg Purchasing Department shall have sole discretion whether to grant the price increase extension. The City of Edinburg too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the City to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City’s Purchasing Agent reserve the right to audit and or/examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5.) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25

4. Specifications

4.1. GENERAL

The City of Edinburg Police Department will award one (total) contract for dry cleaning services. The SERVICES will be provided to approximately 191 police officers.

The Contract term will be for one year on the date of City Commission approval. The City will have the option to renew this contract for 2 terms of one year each with the same terms and conditions.

4.2. RESPONSE TIME

The Vendor will have all clothing cleaned, pressed and ready to deliver no later than two (2) workdays after receipt of items. The City will not be charged for any article of clothing that is not ready after two (2) workdays. If any article of clothing is not cleaned to the employee's satisfaction, the bidder agrees to re-clean the article at no extra expense. Workdays are considered Monday through Friday excluding any nationally recognized holidays.

Vendor will pick up items at the Edinburg Police Department located at 1702 S. Closner Blvd. on Monday, Wednesday, Friday and will deliver the items the same days. Staff reserves the right to personally take items directly to the dry cleaning service the response time remains the same, items must be ready no later than two (2) workdays.

4.3. INVOICES

All invoices will be itemized using the line items contained on the bid proposal.

Any items not specifically listed within the bid form will be listed and described as additional items and priced individually.

Vendor will submit invoices on a monthly basis

4.4. DAMAGE AND LOSS

Vendor will be responsible for ensuring that the clothing is returned to the proper user.

Any garment that has been dropped off but not available for pick-up within fourteen (14) calendar days will be deemed lost. The Vendor will replace the garment prior to the next payment.

The Vendor will issue a receipt of delivery or pick-up to each individual or department for each order. The receipt will itemize all items received by the Vendor.

The Vendor will examine all clothing thoroughly and make note of any damages or potential damages to clothing. If any clothing has any damage after cleaning that has not been listed on the delivery receipt, the Vendor will have the responsibility to restoring the item to its original condition.

4.5. LOCATION

The Vendor will have at least one established facility within The City of Edinburg city limits or within 5 miles of The City of Edinburg city limits. Vendors will indicate if any alternate locations will be used in conjunction with the primary location.

If the Vendor does not have a location in city limits the bid **must** include delivery.

4.6. GARMENT BAGS

The Department may request a garment bag for soiled clothing. Vendors will provide these at no extra cost.

When the City delivers soiled clothing in a garment bag, the Vendor will return an empty bag with clean clothing.

4.7. TERMS AND CONDITIONS

Interested Vendors shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

City's approval of services furnished hereunder shall not in any way relieve Vendor of responsibility for the adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

4.8. AWARD

Vendors will submit pricing on all bid items. Any discounts must be included in the unit price. All prices must include any surcharges, fuel charges, delivery charges or other unspecified additional fees. This is an “all or none” contract; all bid items will be awarded to one vendor for the contract term.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

*5.4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.4.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.4.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.4.4. Please fill out and sign HB 89 and upload here**

HB 89

(35) The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.4.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.4.8. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

*5.4.9. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

6. Pricing Proposal

DRY CLEAN AND PRESSING SERVICES

Must include delivery in the unit cost.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Uniform Shirt	1	Each		
2	Uniform Short	1	Each		
3	Uniform Pant	1	Each		
4	Polo Shirt	1	Each		
5	BDU Pant	1	Each		
6	BDU Shirt	1	Each		
7	Jacket	1	Each		
8	Dress Shirt	1	Each		
9	Dress Slack	1	Each		
10	Dress Suit Jacket	1	Each		
11	Other Items not listed	1	Each		
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**References**	Points Based	25 *(25% of Total)*
2.	**Price**	Points Based	50 *(50% of Total)*
3.	**Pick up and Delivery availability**	Points Based	25 *(25% of Total)*

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-003

Police Department Uniform Cleaning & Pressing Service

RESPONSE DEADLINE: October 31, 2023 at 3:00 pm

Report Generated: Thursday, November 16, 2023

$ 1.50 CLEANERS Proposal

CONTACT INFORMATION

Company:
$ 1.50 CLEANERS

Email:
frontier1972@hotmail.com

Contact:
felipe avila

Address:
1005 W NOLANA AVE
MCALLEN, TX 78504

Phone:
N/A

Website:
WWW.150CLEANERS.COM

Submission Date:
Oct 16, 2023 11:44 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

COMAPNY_PROPOSAL.jpgCOMPANY_PROPOSAL_#2.jpg

2. If you have any proprietary documents, please attach the redacted document here.
Pass

INSURANCE_POLICY.jpg

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

INSURANCE_POLICY.jpg

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

MCALLEN_POLICE_AND_FIRE_DEPARTMENTS_BID_2023_0003.jpg

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUIESTIANUER_0001.jpgGENERAL_QUIESTIANUER_0002.jpg

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LIDIGATION_FORMS.jpg

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

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HOUSE_BILL_89.jpg

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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SENATE_BILL_#13.jpg

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19.jpg

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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- CITY_OF_EDINBURG_NONCOLLUSI...

NON_CONCLUSIVVE_AFIDAVIT.jpg

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

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For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

NON_CONCLUSIVVE_AFIDAVIT.jpg

PRICE TABLES

DRY CLEAN AND PRESSING SERVICES

Must include delivery in the unit cost.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Uniform Shirt	1	Each	$3.25	$3.25
2	Uniform Short	1	Each	$3.25	$3.25
3	Uniform Pant	1	Each	$3.25	$3.25
4	Polo Shirt	1	Each	$3.25	$3.25
5	BDU Pant	1	Each	$3.25	$3.25
6	BDU Shirt	1	Each	$3.25	$3.25
7	Jacket	1	Each	$3.25	$3.25
8	Dress Shirt	1	Each	$3.25	$3.25
9	Dress Slack	1	Each	$3.25	$3.25
10	Dress Suit Jacket	1	Each	$33.25	$33.25
11	Other Items not listed	1	Each	$33.00	$33.00
TOTAL					**$95.50**

THE CITY OF Edinburg

RFP 2024-003 - Police Department Uniform Cleaning & Pressing Service
Opening Date: October 31, 2023 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
$ 1.50 CLEANERS	58	100	80	79.33

Company Name	Email
BLUEPRINT CREATIONS LLC	info@bluprintcreations.com
BOATNER LOGISTICS	nina@boatnerlogistics.com
BUCHANAN FAMILY GROUP	Jarvis@buchananfamilygroup.com
CONCIERGE CLEANERS	INFO@THECONCIERGECLEANERS.COM
Corporate Cleaners and Laundry, LLC	gerald@corporatecl.com
Cowboy Cleaners, LTD	cowboycleaners@yahoo.com
DYNAMIC VIRTUOUS PROJECTS, LLC	dynamicvirtuousprojects@gmail.com
Divine Corporate Solutions LLC	prestigiousdivinemaids@gmail.com
Division Laundry & Cleaners, Inc.	patricia.luna@divisionlaundry.com
Elite Laundry Services of Texas, Inc.	PKensi@EliteAirlineServices.com
FRONTEX SERVICES LLC	frontexservices@gmail.com
GATHERING PROFESSIONAL CLEANING SERVICE	felicia8272@gmail.com
GSI AMERICA INC.	info@gsi-america.com
HARDWAY HAULERS LLC	samuel.rodriguez@hardwayhaulers.com
KLEAN & SWEEP SERVICES	info@kleansweepservices.com
LLOYDE LOGISTICS LLC	info@lloydelogistics.com
MILAJ NOTARY SIGNING	Milajnotarysigning@gmail.com
NKS, INC.	tmomin@riveroakscleaners.com
RCHG PRO RESOURCES	admin@rchgpro.com
S. BURKE ENTERPRISES	sbebids@outlook.com
SUPREME LAUNDRY AND CLEANERS	brett@supremelaundry.net
TITAN GLOBAL USA LLC	mattc.titanglobal@gmail.com
UNA INFINITY, L.P.	vnenter@yahoo.com
WITHOUT FEAR OF HER FUTURE LLC	rward@rwardco.com

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND $1.50 CLEANERS, FOR POLICE DEPARTMENT UNIFORM CLEANING AND PRESSING SERVICES**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and $1.50 Cleaners. (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A."**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's approval of services furnished hereunder shall not in any way relieve Vendor of responsibility for the adequacy of the work. Neither City's review, approval, or

acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

G. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor for the Services contracted herein at the unit prices provided in Exhibit A.

B. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Any Services are defective, requiring correction or replacement;

d. City has been required to correct defective Services or has accepted defective Services;

e. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, the term of this Agreement shall be for a period of one (1) year beginning November 1, 2023 and ending October 31, 2024. The quoted

price will remain firm for the contract period. The City of Edinburg reserves the right, in its sole discretion, to extend the contract for two additional one-year periods. If the City extends this Agreement, it shall provide written notice to Vendor.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 each aggregate

   or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
   $100,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 aggregate
   or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence

2. Property Damage
   $100,000 each occurrence
   $100,000 each aggregate

   or $500,000 combined single limits

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date

on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a “Dispute”), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own

costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive

Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

$1.50 Cleaners
Felipe Avila, Owner
6100 N. 10th St.
McAllen, TX 78504

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540 - 1079
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

VENDOR $1.50 Cleaners

BY:_____
Felipe Avila
$1.50 Cleaners
6100 N. 10th ST
McAllen, TX 78504

Attachments: Exhibit "A" Scope of Services and Bid Documents
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

EXHIBIT "A"

ITEM NO. 1: Dry Clean and Pressing Services

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
Uniform Shirt	$3.25 each
Uniform Short	$3.25 each
Uniform Pant	$3.25 each
Polo Shirt	$3.25 each
BDU's Pant	$3.25 each
BDU's Shirt	$3.25 each
Jacket	$3.25 each
Dress Shirt	$3.25 each
Dress Slack	$3.25 each
Dress Suit Jacket	$33.25 each
Other items not listed	$33.00 each

$1.50 Cleaners Hours of Operations: Monday to Friday 7:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 2:00 p.m.

Number of Days to Service Uniforms and have same ready for delivery ARO: 1 Day

EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.C.
Purchase of Ammunition

1. **Agenda Item:**
Consider Authorizing the Purchase of Various Ammunition from GT Distributors Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of $59,380.55. [Jaime Ayala, Chief of Police].

2. **Description:**
The City of Edinburg continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and the Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods, and services at extremely competitive bid prices.

Staff is requesting the purchase of various ammunition to restock police ammunition inventory from GT Distributors, in the amount of $59,380.55.

Projected delivery within 30 days of Purchase Order issuance.

Funding is available through the FY 2023-2024 General Fund. Operating Budget, Police Department, Other Materials

Cooperative Pricing through the Texas Local Government Purchase Cooperative BuyBoard Contract 698-23.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Various Ammunition from GT Distributors Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of $59,380.55

Reviewed by:
Jaime Ayala, Police Chief

Prepared by:
Iris Alvarado, Management Services Administrator
Delia Jaramillo, Administrative Specialist
Rogelio Garcia

Attachments:
A. GT Distributors Buyboard Information
B. Quote
C. Quote Compliance Verification

Vendor Contract Information Summary

Vendor	GT Distributors, Inc.
Contact	DAVID CURTIS
Phone	512-451-8298
Email	sales@gtdist.com
Vendor Website	www.gtdist.com
TIN	74-2339528
Address Line 1	1124 New Meister Lane
Address Line 2	Suite 100
Vendor City	Pflugerville
Vendor Zip	78660-6937
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

Quote	QTE0180257
Date	11/16/2023
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Edinburg, City of (TX)
Accounting Dept
P.O. Box 1079
Edinburg TX 78540

Ship To:

Edinburg Police Department
1702 S. Closner Blvd.
Edinburg TX 78539

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
231012 AMMO	002684	KE	FACTORY DIRECT	NET 15	0/0/0000	2,820,919

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
38.50	HORNADY-FR100*	Hornady Frontier .223Rem 20/BX 55gr FMJ-BT	M	$519.50	$20,000.75
46.00	HORNADY-90225*	Hornady-9mm Luger +P 135 gr Flexlock Duty	M	$593.80	$27,314.80
10.00	HORNADY-80295*	Hornady .223 Rem 53gr GMX Tap Patrol	M	$1,206.50	$12,065.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Amari Blythe. Thank You.
Christopher Blandford
<cblandford@cityofedinburg.com>

Subtotal	$59,380.55
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$59,380.55

Rogelio Garcia <rgarcia@cityofedinburg.com>

GT Distributors Quote #QTE0180257 Compliance Verification

2 messages

Rogelio Garcia <rgarcia@cityofedinburg.com> Thu, Nov 16, 2023 at 4:22 PM
To: contractadmin@buyboard.com
Cc: Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Afternoon,

We have received this quote utilizing buyboard contract #698-23. Can you please verify if the quote complies with the contract?

Respectfully,

Rogelio Garcia

Police Department

: rgarcia@cityofedinburg.com
: cityofedinburg.com
: 1702 S Closner Blvd, Edinburg, TX 78539

Sign up now for City of Edinburg's **CodeRED**, to get important notifications and dial **311** for any city information/request.

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QTE0180257-2.pdf
79K

Contract Admin <ContractAdmin@buyboard.com> Thu, Nov 16, 2023 at 4:31 PM
To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Information provided is in accordance with vendors awarded BuyBoard contract.

Melonie Perry

Contract Administrator

Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

---------- Forwarded message ----------
From: Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Thu, 16 Nov 2023 22:22:35 +0000
Subject: GT Distributors Quote #QTE0180257 Compliance Verification
Good Afternoon,

We have received this quote utilizing buyboard contract #698-23. Can you please verify if the quote complies with the contract?

Respectfully,

Rogelio Garcia

Police Department

: rgarcia@cityofedinburg.com
: cityofedinburg.com
: 1702 S Closner Blvd, Edinburg, TX 78539

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2 attachments

QTE0180257-2.pdf
79K

GT Distributors Quote #QTE0180257 Compliance Verification.eml
134K

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.D.
Purchasing of Truck Equipment for Units

1. **Agenda Item:**
Consider Authorizing the Purchase of Truck Equipment from Metro Fire Apparatus Specialists, Inc. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount Not to Exceed $38,918.00. [Omar Garza, Fire Chief]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The truck equipment will be used to replace equipment that is old and worn out in several units. Funding in the amount of $38,918.00 is available in the FY 2023-2024 General Fund Budget, Fire Department, Machines & Equipment. The City of Edinburg has previously done business with Metro Fire Apparatus Specialist, Inc. The City has verified no monies are owed to the City by Metro Fire Apparatus Specialist, Inc.

This purchase is through the buy board program. Buy Board Contract No. 698-23 and has been verified by the Finance Department.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Truck Equipment from Metro Fire Apparatus Specialists, Inc. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed $38,918.00.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. MFAS_Quote No. 218332-0

QUOTE

Number	218332-0
Quote Date	11/16/2023
Page	1

METRO FIRE
APPARATUS SPECIALISTS, INC.

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: EDINBURG CITY OF
ACCOUNTING DEPARTMENT
P O BOX 1079
EDINBURG, TX 78540

Ship to: EDINBURG CITY OF
212 WEST McINTYRE
EDINBURG, TX 78539

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
EDI001	TONY SALAZAR	CESAR PEDRAZA		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	DESTINATION	BEST WAY	NET 20 DAYS

Customer/Order Instructions

PRICING PER TEXAS BUY BOARD CONTRACT 698-23

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
4	4	4	EA	KOC-35R2525-H52	2.5" F NH X 2.5" F NH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC	102.00	408.00
4	4	4	EA	KOC-36R2525-H52	2.5" M NH RL X 2.5" M NH RL 36R - DOUBLE ROCKER LUG BLACK HC	50.00	200.00
4	4	4	EA	KOC-37R2515-H52	2.5" F NH RL RIGID X 1.5" M 37R - RIGID ROCKER LUG FEMALE BLACK HC	50.00	200.00
2	2	2	EA	KOC-S54L56-H52	5" STORZ X 6" F NH SW LH S54L - STORZ TO SWIVEL LH BLACK HC	236.00	472.00
2	2	2	EA	KOC-S54L55-H52	S54L - STORZ TO SWIVEL LH BLACK HC *	236.00	472.00
1	1	1	EA	KOC-S54L545-H52	5" STORZ X 4.5" F NH SW LH S54L - STORZ TO SWIVEL LH BLACK HC	209.00	209.00
2	2	2	EA	KOC-S54L54-H52	5" STORZ X 4" F NH SW LH S54L - STORZ TO SWIVEL LH BLACK HC	216.00	432.00
2	2	2	EA	KOC-S60S54-H52	5" STORZ X 4" STORZ S60S - STORZ TO STORZ BLACK HC	300.00	600.00
2	2	2	EA	KOC-S36S525-H52	5" STORZ X 2.5" M NH RIGID S36S - STORZ TO RIGID BLACK HC	215.00	430.00
4	4	4	EA	AKR-2581	2.5" GATED WYE	595.00	2380.00

Continued on next page....

25 of 25 bid

QUOTE GOOD FOR 30 DAYS

QUOTE

METRO FIRE
APPARATUS SPECIALISTS, INC.

Number	218332-0
Quote Date	11/16/2023
Page	2

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: EDINBURG CITY OF
ACCOUNTING DEPARTMENT
P O BOX 1079
EDINBURG, TX 78540

Ship to: EDINBURG CITY OF
212 WEST McINTYRE
EDINBURG, TX 78539

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
EDI001	TONY SALAZAR	CESAR PEDRAZA		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	DESTINATION	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
					2.5" NSTF X (2) 1.5" NSTM		
4	4	4	EA	AKR-1573	WATER THIEF INLET 2.5" OUTLETS (2) 1.5" (1) 2.5" M	1746.00	6984.00
2	2	2	EA	TFT-AX1ST-NX	JUMBO BALL INTAKE VALVE 5" STORZ RIGID X 6" F NH SW	2431.00	4862.00
5	5	5	EA	KOC-CC507-H52	5" STORZ CAP W/ CHAIN BLACK HC	146.00	730.00
4	4	4	EA	FHU-PB-30	PRO BAR 30"	304.00	1216.00
5	5	5	EA	FHU-DWHS-4-D	4' DRYWALL HOOK WITH D HANDLE	163.00	815.00
1	1	1	PKG	CTL-C60P36	FIBERGLASS HANDLE PICKHEAD AXE	82.00	328.00
1	1	1	PKG	CTL-C60F36	FIBERGLASS HANDLE FLATHEAD AXE	74.00	296.00
4	4	4	EA	FHU-TRH-4	TRASH HOOK 4' WITH D HANDLE	142.00	568.00
5	5	5	EA	TFT-DQS40P	1" NH QUADRAFOG TIP WITH GRIP SELECTABLE 5-10-24-40 GPM @ 100 PSI	728.00	3640.00
6	6	6	ea	AKR-1763	TURBOJET ATTACK NOZZLE SELECTABLE GALLONAGE	895.00	5370.00
3	3	3	EA	AKR-1733	2.5" TURBOJET NOZZLE HIGH RANGE, INCLUDES PISTOL GRIP	996.00	2988.00
4	4	4	EA	MET-MISC-EQUIPMENT	FMC JOHN BEAN MODEL 785 SPRAY GUN, 800 PSI, 48 GPM	665.00	2660.00
2	2	2	EA	TFT-UM12	PRO/PAK 1" NH INLET	1005.00	2010.00
4	4	4	EA	TFT-U810	FILL PORT SUBASSY	117.00	468.00
4	4	4	EA	EDW-4-PMP	PLUG N DIKE, 4 LB, PREMIX	45.00	180.00
1	1	1	EA	BUY BOARD CONTRACT		0.00	0.00
					SubTotal		38,918.00

QUOTE GOOD FOR 30 DAYS

Total
38,918.00

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.E.
Purchase of One (1) New Pothole Patch Truck

1. **Agenda Item:**
Consider Authorizing the Purchase of One (1) New Pothole Patch Truck Through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 200802 from H.D. Industries Inc, in the Amount of $229,705.00 and Authorize the City Manager to Execute Any Documents Related thereto. [Vince Romero, Director of Public Works]

2. **Description:**
The City of Edinburg continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), TIPS, and Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City solicited cooperative quotes from three (3) qualified vendors, with H.D. Industries providing the lowest quote.
Below is the list of Vendors who responded:

H.D. Industries, Inc.	$229, 705.00
Stepp Manufacturing Company	$247,379.00
Bergkamp Pavement, Preservations Solutions	$261,895.00

The purchase of the Patch truck will be used for pothole patching and minor street repairs throughout the city. The City currently has one patch truck. This additional truck will double the output and improve efficiency.

The city has verified no monies are owed to the city by H.D. Industries, Inc. This purchase is through TIPS Contract No. 200802 which has been verified by the Finance Department.

Funding in the amount of $300,000.00 is available through the FY 2023-2024 Public Works/ROW Capital Lease Program.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of One (1) New Pothole Patch Truck through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 200802 from H.D. Industries Inc, in the Amount of $229,705.00 and Authorize the City Manager to Execute Any Documents Related thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. Pro-Patch 2025 model TIPS
B. Stepp Patch Truck Quote
C. Bergkamp Patch Truck Quote
D. Pro-Patch Freightliner Truck Spec
E. Pro-Patch TCM 500-100 DHER QUOTE
F. Pro-Patch TCM 500-100 DHER SPECS
G. Bergkamp Freightliner Truck Spec
H. Bergkamp International Truck Spec

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 10/30/2023

INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
CITY OF EDINBURG				956-388-8204
ADDRESS		**CITY**	**STATE**	**ZIP CODE**
415 W UNIVERSITY DR.		EDINBURG	TX	78539
YEAR	**MAKE**	**MODEL/BODY**	**VIN**	**LICENSE PLATE**
2025	FREIGHTLINER	M2106 PLUS	TBD	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:		
	TIPS CONTRACT #200802	
	CHASSIS BASE MODEL PRICE	$82,719.00
	OPTION CONTENT	$19,988.00
	HD INDUSTRIES PRO-PATCH TCM 500-100 DHE	$126,998.00

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

		TOTAL	$229,705.00
PAYOFF TO:		**(Trade Allowance)**	($.00)
ADDRESS:		**TRADING DIFFERENCE**	$229,705.00
TELEPHONE: FAX:		**SALES TAX**	$0.00
GOOD UNTIL:		**DEALER'S INVENTORY TAX**	$0.00
QUOTED BY:		**LICENSE FEE**	$0.00
SHOW LIEN TO:	Body Type:	**DOCUMENTARY FEE**	**$0.00**
ADDRESS:	License Wt.:	**FEDERAL EXCISE TAX**	$0.00
	State Insp.:	**TOTAL SALE PRICE**	$229,705.00
DATED: LIEN AMOUNT $	License:	**PAYOFF ON TRADE**	$0.00
DRAFT FOR $	Title:	**EXT. WARRANTY**	$0.00
DRAFT THRU:	Transfer:	**LESS DEPOSIT**	$0.00
ADDRESS:		**Total Balance Due**	$229,705.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

STEPP MFG™

WWW.STEPPMFG.COM

QUOTE STPH23-49

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charlie@steppmfg.com / East Coast Rep-carl@steppmfg.com / Midwest Rep
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Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fax: 651-674-4221

TO	Vincent Romero, Public Works Director	**COMPANY**	City of Edinburg
PHONE/FAX	956.388.8210	**ADDRESS**	1201 North Doolittle Road
EMAIL	vromero@cityofedinburg.com	**CITY/STATE/ZIP**	Edinburg, TX 78539
END CUSTOMER:	City of Edinburg TX/ Omnia Contract Pricing		

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE
11/8/2023	240-300 DAYS ARO	DESTINATION	MIKE BRYANT

ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
STPH-5.0	Stepp Truck Mounted Pothole Patcher 5.0 cy (6.75 ton)	1	$ 79,884.00	$ 79,884.00
	Each base unit includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Auger, Oil Jacket, PTO and hydraulic pump			
	Diesel Burner Enclosure	1	663.00	663.00
	Electric Overnight Heat 220V 6000W	1	7,559.00	7,559.00
	Arrowboard	1	1,891.00	1,891.00
	10# Fire Extinguisher	1	348.00	348.00
	Compactor Plate Carrier	1	2,278.00	2,278.00
	Stainless Steel Tool Holder	2	166.00	332.00
	Slide out Hopper Access Walkway	1	2,779.00	2,779.00
	Washdown System	1	1,001.00	1,001.00
	Hose Reel for Washdown	1	750.00	750.00
	Shovel Cleaning Compartment	1	929.00	929.00
	Spoils Bin	1	1,811.00	1,811.00
	Asphalt Swing Chute	1	802.00	802.00
	Camera System	1	1,843.00	1,843.00
	Compactor Plate Carrier Hold Down	1	606.00	606.00
	Tack Tank w/ Oil Jacket, Auto Temp, Gravity Discharge	1	5,836.00	5,836.00
	Pumping System for Tack Tank	1	6,002.00	6,002.00
	Hose Reel for Tack Hose (highly recommended)	1	964.00	964.00
	Power Beyond for Hydraulic Controls	1	3,575.00	3,575.00
	*Dual Hydraulic Hose Reel	1	2,779.00	2,779.00

NOTE:	***CANNOT PROCESS ORDER UNTIL SPECIFIED***
	PAINT: Hwy Orange

Subtotal	$ 122,632.00
PDI/Local Delivery	1,200.00
Freight	5,306.00
Total Due	$ 129,138.00

2024 Kenworth T480	$118,241.00
Total	$247,379.00

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. ***Please note: This quote is valid for 20 days from the above date.**

Please remit back a signed copy to process the quote as an order to jason@steppmfg.com

Ordered By Signature

Approved By Signature

Special Instructions:

DELIIVERY JULY 2024 BUT SUBJECT TO PRIOR SALE.

10/04//2023

PAVEMENT PRESERVATION SOLUTIONS

City of Edinburg

Attn: Mr. Vince Romero

Gentlemen:

I am pleased to submit my quotation covering the Bergkamp FP5 Flameless Patcher as described in the attached specification with the following features

Purchased under the TIPS Program.

Hydraulically driven Auger with dual motors Agitator with hydraulic motor	
Spoils bins side and rear	
All material tanks on Service Platform, ladder, climb assist handles	
Hydraulically operated hopper doors. Oversized Lockable storage	
Standard chute folds into shoveling platform	
Conspicuity Marking, Paint Color of Choice (Omaha Orange/Charcoal	
Twin Cleaning Fluid Wands	
LED Lighting on machine	
One Year Warranty (Extended warranty options are available)	
On site training by factory trained technician	$107,300.00
Available options:	
Air Tack System	11,100.00
Wacker Packer Model 1550AW mounted onto hydraulic lift platform	7,045.00
Stanley Pavement Breaker Model BR67. Line on hose reel	8,585.00
Arrow board – Able 2, 10 LED Lights	1,980.00
Pedestal mounted Strobe Light	1,085.00
Backup Camera with back chat	3,275.00
Cone Holder	310.00
Professional Mounting unit on customer's truck at Bergkamp's factory.	7,795.00
Delivery to Edinburg, TX	3,693.00
Swing Auger Attachment	15,250.00
	$167,418.00
2025 Freightliner cab and chassis (Under the TIPS Contract)	94,477.00
Total	$261,895.00

***Truck price covers a conventional cab.**

This offer is based on TIPS, HGAC and Buy Board Pricing.
FP5 Pricing shall remain in effect until December 31, 2023
Projected delivery is 270 days from date of purchase order
Or 60 days after receipt of truck, whichever is the last event
to occur.

Thank you for your interest in our company and its products and we would be honored to serve your city in the future.

Best Regards

Jennifer A Straus

Jennifer A. Straus
Sales Project Manager

Prepared for:
DREW NEUBAUER
FOA BODY EQUIPMENT
1701 SMITH RD

AUSTIN, TX 78721
Phone: 512-389-0000

Prepared by:
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S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
	SPECPRO21 DATA RELEASE VER 012		
Vehicle Configuration			
	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
	2025 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION, NON-TOWING		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	NO 2008 CARB EMISSION CERTIFICATION		
	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	FIXED LOAD COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		

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	Description	Weight Front	Weight Rear
	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs		
Truck Service			
	TANK BODY		
	FOA BODY & EQUIPMENT		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
	75 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
	ONE REMOTE PTO SPEED		
	PTO SPEED 1 SETTING - 700 RPM		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING		
Engine Equipment			
	2010 EPA/CARB/GHG21 CONFIGURATION		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		

Description	Weight Front	Weight Rear
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
STANDARD EXHAUST SYSTEM LENGTH		
RH STANDARD HORIZONTAL TAILPIPE		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
FULL FLOW OIL FILTER		
700 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

	Description	Weight Front	Weight Rear
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

	Description	Weight Front	Weight Rear
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
	MERITOR 15X4 Q+ CAM FRONT BRAKES		
	NON-ASBESTOS FRONT BRAKE LINING		
	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
	FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	TRW THP-60 POWER STEERING		
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		

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	Description	Weight Front	Weight Rear
	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
	6.14 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	CONMET CAST IRON REAR BRAKE DRUMS		
	REAR OIL SEALS		
	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
	SPRING SUSPENSION - NO AXLE SPACERS		
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Pusher / Tag Equipment			
	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITH TRACTION CONTROL		

	Description	Weight Front	Weight Rear
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
	AIR DRYER MOUNTED UNDER HOOD		
	STEEL AIR BRAKE RESERVOIRS		
	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
	NO TRAILER AIR HOSE		
	NO AIR HOSE HANGER		
	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
	5325MM (210 INCH) WHEELBASE		
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	270	260
	1875MM (74 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	100
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 144.09 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 141.09 in		
	CALC'D FRAME LENGTH - OVERALL : 322.42 in		
	CALCULATED FRAME SPACE LH SIDE : 108.53 in		
	CALCULATED FRAME SPACE RH SIDE : 110.63 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	STANDARD WEIGHT ENGINE CROSSMEMBER		
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		

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	Description	Weight Front	Weight Rear
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	NO MUDFLAP BRACKETS		
	NO REAR MUDFLAPS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel			
	NO FIFTH WHEEL		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60

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	Description	Weight Front	Weight Rear
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH GRAB HANDLES		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
	SINGLE ELECTRIC HORN		
	SINGLE HORN SHIELD		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	LED AERODYNAMIC MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
	STANDARD FRONT TURN SIGNAL LAMPS		
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		

	Description	Weight Front	Weight Rear
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	RH DOWN VIEW MIRROR		
	STANDARD SIDE/REAR REFLECTORS		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	RH AND LH ELECTRIC POWERED WINDOWS		
	1-PIECE SOLAR GREEN GLASS WINDSHELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	PROFESSIONAL TRIM PACKAGE		
	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
	CARBON WITH BASE BLACK ACCENT		
	MOLDED PLASTIC DOOR PANEL		
	MOLDED PLASTIC DOOR PANEL		
	BLACK MATS WITH SINGLE INSULATION		
	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET		
	FORWARD ROOF MOUNTED CONSOLE		
	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	(2) CUP HOLDERS LH AND RH DASH		
	M2/SD DASH		
	5 LB. FIRE EXTINGUISHER	10	
	HEATER, DEFROSTER AND AIR CONDITIONER		
	STANDARD HVAC DUCTING		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING		
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	BINARY CONTROL, R-134A		
	PREMIUM INSULATION		
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		

	Description	Weight Front	Weight Rear
	PREMIUM LED CAB LIGHTING		
	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	KEY QUANTITY OF 4		
	LH AND RH ELECTRIC DOOR LOCKS		
	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
	BLACK SEAT BELTS		
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
	CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE		
	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
	BLACK GAUGE BEZELS		
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
	97 DB BACKUP ALARM		3

	Description	Weight Front	Weight Rear
	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	2 INCH ELECTRIC FUEL GAUGE		
	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
	NO OBSTACLE DETECTION SYSTEM		
	NO DR ASSIST SYSTEM		
	POWER, GROUND AND ROOF MOUNTED BRACKET FOR ALLIANCE WIRELESS TECHNOLOGIES (THIRD EYE VIDEO SYSTEM) REAR VISION MONITOR AND VENDOR CAMERA CABLE TO BACK OF CAB	5	
	NO VEHICLE STABILITY ADVISOR OR CONTROL		
	NO LANE DEPARTURE WARNING SYSTEM		
	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	LEFTHAND/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		

Description	Weight Front	Weight Rear
QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
RAM MOUNT OVERHEAD CONSOLE WITH POWER AND GROUND		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO END OF FRAME, CAPPED		
HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
REAR SPRING LOADED HAND CONTROL BRAKE VALVE	2	
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

	Description	Weight Front	Weight Rear
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L0006EY WHITE ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	NO CAB/BODY EXTERIOR DECALS		
	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
	CORPORATE PDI CENTER IN-SERVICE ONLY		
Sales Programs			
	BUSINESS QUOTE SALES PROGRAM		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6438 lbs	4310 lbs	10748 lbs
Total Weight+	6438 lbs	4310 lbs	10748 lbs

Prepared for:
DREW NEUBAUER
FOA BODY EQUIPMENT
1701 SMITH RD

AUSTIN, TX 78721
Phone: 512-389-0000

Prepared by:
Kevin Krieg
DOGGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Extended Warranty

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE $750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

H.D. INDUSTRIES, Inc.
Pro-Patch Pot Hole Patcher
P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

October 30, 2023

Vincent Romero
City of Edinburg, TX
1201 N. Doolittle Rd.

Dear Mr. Romero

Thank you for requesting information on the Pro-Patch Asphalt Pothole Patcher. I appreciate your interest and I am sending you this quote with recommended options for a well-equipped patch unit. However, you can add or delete items to best suit your needs.

1.	Basic Unit Model TCM 500-100 DHER	$85,995.00
2.	Emulsion Automatic Rejuvenator System	2,450.00
3.	1.25 Cubic yard 30” Spoils Bin Gravity Dump	2,795.00
4.	Hydraulic Bi-fold Steel Top Doors	6,000.00
5.	Wacker WP1550AW Compactor	3,000.00
6.	Hydraulic Rear Lift Platform for Compactor or Roller	3,250.00
7.	Stanley BR45 Jackhammer	3,995.00
8	Hydraulic Tool Line Hose Reel w/Dual 25 Ft. Hose	1,595.00
9.	Hydraulic Secondary Booster Auger Motor	2,999.00
10.	Diesel Fuel Hose Reel w/20 FT Hose	475.00
11.	8 Gallon Drip & Waste Pan	525.00
12	10 Gallon Stainless Steel Water Tank	695.00
13.	50 Gallon Frame Mounted LP Gas Bottle	2,080.00
14.	Superior Signal SRTA16, 16-Light Arrow Board	1,695.00
15.	Meteorlight SY2000 Strobe Light LED, Pedestal Mount	395.00
16.	Maxxima Rectangular 6.5” Oval Tail Lights, Backup and Amber Strobes	695.00
17.	22” x 46” Work Deck	1,475.00
18.	Two (2) Asphalt Lute/Shovel Holder, 1 on each side	450.00
19.	Chelsea Hot Shift PTO	2,995.00
20.	Backup Camera RVS 770613-kit1 Color 7” Screen w/ Audio Mount,MULE 2GB Cards, GPS	989.00
21.	Cost to Hard Surface Auger, 3/8”	400.00
22.	Color: Black	Included
	FOB Jacksonville, TX	**$124,948.00**
	Delivery and 2 Days Training	**$2,050.00**
	TOTAL	**$126,998.00**

Delivery in 150 - 180 days after receiving truck chassis.

(Pricing is good for 60 days). I hope this information is helpful to you. If you have any questions or need any additional information, please feel free to give me a call at 1-800-256-6126. Thank you.

Sincerely,

Brent Dillingham,

Brent Dillingham, Sales Executive

H.D. INDUSTRIES, Inc.
Pro-Patch Pot Hole Patcher
P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 500-100-DHER
EDINBURG, TX

1. **GENERAL**
The ***Pro-Patch*** model TCM 500-100 DHER is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.

2. **BODY DIMENSIONS**
The body is 112" long, 54" high and 78" wide. Hopper is 10 gauge steel and 16 gauge insulated jacket. It has Diamond Tread safety step side fenders with body assist handles. Body has L.E.D. style stop, turn, emergency flashers and marker lights. The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high. All electrical wiring shall be color coded, soldered, shrink wrapped in polyvinyl, and incased in conduit. ***MUD FLAPS INCLUDED*.**

3. **BODY INSULATION**
The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.

4. **CAPACITY**
The asphalt aggregate hopper holds 5 cubic yards level full or 7 tons maximum load.

5. **HEATING SYSTEMS**
The body shall have a dry radiant heat chamber heated by 2 each 67,000 BTU retort tube propane burners with vertical exhaust stacks. **The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss**. The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic igniter. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state. *Systems using Heat Transfer Oil are not acceptable.*

6. **STROBE LIGHT**
Pedestal mounted Meteorlight model SY2000 LED amber, 80 double flashes per minute.

7. **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**
The tank, built onto the main body, has a capacity of 100 gallons and a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source. *The emulsion pump and all lines are in an insulated heated area*. The tank has 220 volt thermostat controlled ***NEMA explosion proof*** dry well electric heater. Tank has an 8" fill spout and a 2" gate valve on tank drain. *For ease of maintenance or change out of heater, tank does not have to be drained.*

8. **EMULSION REJUVENATOR**
The tank is equipped with an automatic rejuvenation system, Patent No. 16597547, that will help keep the emulsion oil from separating which will prevent pump and lines from clogging up and eliminate sludge build-up in the tank.

9. **ELECTRIC HEATING SYSTEM**

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 500-100-DHER
EDINBURG, TX

The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw ***OSHA required NEMA explosion proof*** dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.

10. **HYDRAULIC CONTROL VALVE**
Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit. **The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open.** This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.

11. **HYDRAULIC OPERATED STEEL TOP DOORS**
Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 ½" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.

12. **HYRAULIC REAR LIFT PLATFORM FOR COMPACTOR**
Equipped with a hydraulically operated lift platform for loading or unloading compactor plate. The platform has a Safety latch in the up position, an in cab "platform down" indicator light with compactor holding down brackets and A pavement breaker mount. All controls for platform are at the rear of the unit.

13. **ASPHALT DISPENSING SYSTEM, SCREW CONVEYOR TYPE**
9' long by 10" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Shall have a delivery chute with 120° of pivot. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*

14. **HYDRAULIC SECONDARY AUGER MOTOR**
A secondary, hydraulic, 13,000 in. lb. torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix. This also eliminates shearing coupler keys and bolts in the auger shaft

15. **ASPHALT AGITATOR**
The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*

16. **FRAME MOUNTED LP GAS BOTTLE**
A frame-mounted 50-gallon capacity LP Gas Bottle with quick fill connector, 10 psi regulator and fuel sight gauge.

17. **HAND TORCH**

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 500-100-DHER
EDINBURG, TX

For drying off repair site and cleaning hand tools, the unit has a 200,000 BTU propane hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.

18. **TEMPERATURE GAUGES**
The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

19. **LIQUID ASPHALT OIL PUMP**
A hydraulically driven, 1 1/2" self-priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. *The emulsion pump and all oil lines are in an insulated heated area.* The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. *Air injection systems do not have this capability.*

20. **DIESEL FUEL / RELEASING AGENT STORAGE TANK**
An 18 gallon capacity tank, equipped with a 1.6 gpm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

21. **DIESEL FUEL / RELEASING AGENT HOSE REEL**
Hose reel for diesel fuel / releasing agent, spray wand has 20' of hose. Reel is spring loaded auto-retractable.

22. **LIQUID ASPHALT HAND SPRAYER**
A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.

23. **PAVEMENT BREAKER**
Stanley BR45, Pavement Breakers, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

24. **HYDRAULIC TOOL LINE HOSE REEL**
Shall be 3000 PSI with dual 25' hydraulic tool lines. Reel is spring loaded auto-retractable.

25. **HYDRAULIC PUMP**
PTO Direct mount hydraulic pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

26. **HYDRAULIC OIL RESERVOIR**
30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler with 1" gate cutoff valve at filter.

27. **HYDRAULIC OIL COOLER**
An AKG 15 tube hydraulic oil cooler with shroud. Fan operates on 12 vdc and is thermostat controlled at 115° F.

28. **HYDRAULIC HOSE AND FITTINGS**

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 500-100-DHER
EDINBURG, TX

All high pressure hoses and crimped fittings have a minimum of 8000 PSI burst pressure.

29. **VIBRATORY COMPACTOR PLATE**
A Wacker WP1550AW Compactor equipped with a 5.5 hp gasoline Honda Engine with auto oil alarm shut down. Operating weight is 196#, centrifugal force 3375#, plate size 19.5 x 23", a water tank and locking holding down brackets.

30. **WATER TANK**
A frame mounted stainless steel ten (10) gallon tank with valve and hose. Water supply for asphalt compactor plate.

31. **DRIP PAN**
An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work Day, with necessary valve for draining.

32. **WORK DECK**
22"x46" work deck shall be constructed of ¼" angle iron and 3/16" expanded metal and expanded metal steps with assist hand rails and shall be mounted between truck and hopper body. Deck provides easy and safe access to emulsion oil tank and asphalt hopper.

33. **SPOILS BIN**
The spoils bin is 30" wide with a 1.25 cubic yard capacity, gravity dump. Asphalt spoils may be loaded or discharged from both sides of the truck.

34. **16-LIGHT DIRECTIONAL ARROW BOARD**
State D.O.T. Approved Superior Signal model SRTA16. With 16 amber (L.E.D.) lights, 32 flash patterns, 8 patterns per function. Arrow flashing left, right, and warning bar.
The board is mounted on the rear of the patch unit with in cab controls.

35. **STROBE LIGHT**
A pedestal mounted Meteorlight model SY2000 LED Amber, 80 Flashes per minute.

36. **MAXXIMA STT RECTANGLE 6.5" OVAL TAIL LIGHTS**
LED RED, CLEAR, AMBER, & STROBE tail lights

37. **BACKUP CAMERA**
Backup Camera RVS-770613 – Kit1 Color w/ audio sound and Memory Cards

38. **ASPHALT LUTE AND SHOVEL HOLDERS**
Two (2) each spring loaded asphalt lute and shovel holders. One (1) mounted driver's side and one (1) mounted curb side of unit.

39. **P.T.O.**
A Chelsea, 280 Series, Hot Shift with over speed..

40. **COLOR**

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 500-100-DHER
EDINBURG, TX

Black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.

41. **SERVICE MANUALS AND TRAINING**

H.D. Industries, will furnish two (2) parts, service and operators manuals with a two (2) day training program for each machine and delivery.

42. **WARRANTY**

H.D. Industries warrants the ***Pro-Patch*** Asphalt Pothole Patcher for a full twelve (12) months against defects in material and workmanship of the body and on all parts and labor. Warranty work will be performed by Maryland Industrial Trucks. The contact person is Person Christ Hirsch. He can be reached at 410-6361255 EXT. 1018 or at chirsch@mdindustrialtrucks.com.

The warranty shall also include factory technical support by emailing info@pro-patch.com or call 1-800-256-6126. The Purchaser or end user shall be given a password that will give them 24 hour operating and maintenance instructions on any computer or smart phone.

Prepared for:
Jennifer
Straus
BERGKAMP INC
500 E SCHILLING
RD

SALINA, KS 67401
Phone: 254-717-3664

Prepared by:
Dana Plumpe
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

S P E C I F I C A T I O N P R O P O S A L

	Description
Price Level	
	M2 PRL-28M (EFF:MY25 ORDERS)
Data Version	
	SPECPRO21 DATA RELEASE VER 012
Vehicle Configuration	
	M2 106 PLUS CONVENTIONAL CHASSIS
	2025 MODEL YEAR SPECIFIED
	SET BACK AXLE - TRUCK
	STRAIGHT TRUCK PROVISION, NON-TOWING
	LH PRIMARY STEERING LOCATION
General Service	
	TRUCK CONFIGURATION
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT OF HOOD)
	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED
	UTILITY/REPAIR/MAINTENANCE SERVICE
	GOVERNMENT BUSINESS SEGMENT
	FIXED LOAD COMMODITY
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
	MAXIMUM 8% EXPECTED GRADE
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE

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	Description
	MEDIUM TRUCK WARRANTY
	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs
Truck Service	
	UTILITY BODY
	BERGKAMP INC.
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
Engine	
	CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM
Electronic Parameters	
	75 MPH ROAD SPEED LIMIT
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
	PTO MODE ENGINE RPM LIMIT - 2100 RPM
	PTO RPM WITH CRUISE SET SWITCH - 800 RPM
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
	CRUISE CONTROL BUTTON PTO CONTROL
	PTO SPEED 1 SETTING - 700 RPM
	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS
	ENGINE FAN ENABLED WITH RETARDER
	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING
	PTO MINIMUM RPM - 700
	REGEN INHIBIT SPEED THRESHOLD - 0 MPH
	MAXIMUM ENGINE RPM = 1400 ON VSS FAILURE
	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS

Prepared for:
Jennifer
Straus
BERGKAMP INC
500 E SCHILLING
RD

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Phone: 254-717-3664

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AUSTIN, TX 78721
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	Description
	ENG PROT ON LOW COOLANT LEVEL - ENABLE
Engine Equipment	
	EPA 2010/GHG 2024 CONFIGURATION
	STANDARD OIL PAN
	ENGINE MOUNTED OIL CHECK AND FILL
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES
	BATTERY BOX FRAME MOUNTED
	STANDARD BATTERY JUMPERS
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
	NON-POLISHED BATTERY BOX COVER
	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
	AIR COMPRESSOR DISCHARGE LINE
	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
	STANDARD EXHAUST SYSTEM LENGTH
	RH STANDARD HORIZONTAL TAILPIPE
	6 GALLON DIESEL EXHAUST FLUID TANK
	100 PERCENT DIESEL EXHAUST FLUID FILL
	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION

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	Description
	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
	STANDARD DIESEL EXHAUST FLUID TANK CAP
	AIR POWERED ON/OFF ENGINE FAN CLUTCH
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
	CUMMINS SPIN ON FUEL FILTER
	FULL FLOW OIL FILTER
	700 SQUARE INCH ALUMINUM RADIATOR
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
	RADIATOR DRAIN VALVE
	LOWER RADIATOR GUARD
	ALUMINUM FLYWHEEL HOUSING
	ELECTRIC GRID AIR INTAKE WARMER
	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

	Description
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
	MAXIMUM ENGINE SPEED FOR PTO OPERATION 4000 RPM
	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS
	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP
	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO
	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
	TRANSMISSION PROGNOSTICS - ENABLED 2013
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

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	Description
Front Axle and Equipment	
	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	NON-ASBESTOS FRONT BRAKE LINING
	CAST IRON OUTBOARD FRONT BRAKE DRUMS
	FRONT OIL SEALS
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
	STANDARD SPINDLE NUTS FOR ALL AXLES
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
	TRW THP-60 POWER STEERING
	POWER STEERING PUMP
	2 QUART SEE THROUGH POWER STEERING RESERVOIR
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
	12,000# DUAL TAPERLEAF FRONT SUSPENSION
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
	DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR AXLE
	6.14 REAR AXLE RATIO
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	NON-ASBESTOS REAR BRAKE LINING
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
	CAST IRON OUTBOARD REAR BRAKE DRUMS
	REAR OIL SEALS

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	Description
	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
Rear Suspension	
	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
	SPRING SUSPENSION - NO AXLE SPACERS
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
Pusher / Tag Equipment	
	NO PUSHER/TAG BRAKE DUST SHIELDS
Brake System	
	AIR BRAKE PACKAGE
	WABCO 4S/4M ABS WITH TRACTION CONTROL
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
	FIBER BRAID PARKING BRAKE HOSE
	STANDARD BRAKE SYSTEM VALVES
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
	STD U.S. FRONT BRAKE VALVE
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
	AIR DRYER FRAME MOUNTED
	STEEL AIR BRAKE RESERVOIRS
	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS
Trailer Connections	
	NO TRAILER AIR HOSE
	NO AIR HOSE HANGER
	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
	4900MM (193 INCH) WHEELBASE

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	Description
	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
N	1025MM (40 INCH) REAR FRAME OVERHANG
	FRAME OVERHANG RANGE: 31 INCH TO 40 INCH
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 127.36 in
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 124.36 in
	CALC'D FRAME LENGTH - OVERALL : 270.72 in
	CALCULATED FRAME SPACE LH SIDE : 91.8 in
	CALCULATED FRAME SPACE RH SIDE : 93.9 in
	SQUARE END OF FRAME
	FRONT CLOSING CROSSMEMBER
	STANDARD WEIGHT ENGINE CROSSMEMBER
	STANDARD CROSSMEMBER BACK OF TRANSMISSION
	STANDARD MIDSHIP #1 CROSSMEMBER(S)
	STANDARD REARMOST CROSSMEMBER
	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
	FRONT TOW HOOKS - FRAME MOUNTED
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
	NO MUDFLAP BRACKETS
	NO REAR MUDFLAPS
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD
Fifth Wheel	
	NO FIFTH WHEEL
Fuel Tanks	

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	Description
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
	RECTANGULAR FUEL TANK(S)
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
	FUEL TANK(S) FORWARD
	10 GALLONS ADDITIONAL FUEL
	PLAIN STEP FINISH
	FUEL TANK CAP(S)
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
	EQUIFLO INBOARD FUEL SYSTEM
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
	HANKOOK AL21 11R22.5 14 PLY RADIAL FRONT TIRES
	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 6.20 INSET 5-HAND STEEL DISC FRONT WHEELS
	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
	FRONT WHEEL MOUNTING NUTS
	REAR WHEEL MOUNTING NUTS
Cab Exterior	
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
	AIR CAB MOUNTING
	LH AND RH GRAB HANDLES
	MOLD-IN COLOR GRILLE
	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE

	Description
	FIBERGLASS HOOD
	TUNNEL/FIREWALL LINER
	SINGLE ELECTRIC HORN
	REAR LICENSE PLATE MOUNT END OF FRAME
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
	LED AERODYNAMIC MARKER LIGHTS
	DAYTIME RUNNING LIGHTS
	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME
	STANDARD FRONT TURN SIGNAL LAMPS
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
	DOOR MOUNTED MIRRORS
	102 INCH EQUIPMENT WIDTH
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
	STANDARD SIDE/REAR REFLECTORS
	63X14 INCH TINTED REAR WINDOW
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
	RH AND LH ELECTRIC POWERED WINDOWS
	1-PIECE SOLAR GREEN GLASS WINDSHELD
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior	
	RUGGED TRIM PACKAGE
	GRAY & CARBON VINYL INTERIOR "RUGGED"
	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
	MOLDED PLASTIC DOOR PANEL
	MOLDED PLASTIC DOOR PANEL
	BLACK MATS WITH SINGLE INSULATION
	(2) 12V DASH MOUNTED POWER OUTLETS
	FORWARD ROOF MOUNTED CONSOLE
	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
	(2) CUP HOLDERS LH AND RH DASH

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	Description
	M2/SD DASH
	2-1/2 LB. FIRE EXTINGUISHER
	FIRST AID KIT
	HEATER, DEFROSTER AND AIR CONDITIONER
	STANDARD HVAC DUCTING
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
	STANDARD HEATER PLUMBING
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
	BINARY CONTROL, R-134A
	STANDARD INSULATION
	SOLID-STATE CIRCUIT PROTECTION AND FUSES
	12V NEGATIVE GROUND ELECTRICAL SYSTEM
	STANDARD LED CAB LIGHTING
	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
	KEY QUANTITY OF 4
	LH AND RH ELECTRIC DOOR LOCKS
	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
	BLACK VINYL DRIVER SEAT COVER
	BLACK VINYL PASSENGER SEAT COVER
	BLACK SEAT BELTS
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
	DRIVER AND PASSENGER INTERIOR SUN VISORS

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	Description
Instruments & Controls	
	ELECTRONIC ACCELERATOR CONTROL
	INTEGRATED UPPER & LOWER STORAGE PANELS
	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS
	BRIGHT ARGENT FINISH GAUGE BEZELS
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
	97 DB BACKUP ALARM
	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
	2 INCH ELECTRIC FUEL GAUGE
	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS
	NO ADDITIONAL EXTRA SWITCH ACCUATORS
	QUICKFIT PROGRAMMABLE INTERFACE CONNECTORS 1 & 2 BETWEEN SEATS WITH CAP
	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE

	Description
	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
	NO OBSTACLE DETECTION SYSTEM
	NO DR ASSIST SYSTEM
	NO VEHICLE STABILITY ADVISOR OR CONTROL
	NO LANE DEPARTURE WARNING SYSTEM
	ELECTRIC ENGINE OIL PRESSURE GAUGE
	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS
	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
	DASH MOUNTED RADIO
	(2) RADIO SPEAKERS IN CAB
	NO AM/FM RADIO ANTENNA
	SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS
	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
	STANDARD VEHICLE SPEED SENSOR
	ELECTRONIC 3000 RPM TACHOMETER
	DETROIT CONNECT PLATFORM HARDWARE
	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT
	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
	IGNITION SWITCH CONTROLLED ENGINE STOP
	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, CAPPED
	HARDWIRE SWITCH #1,ON/OFF LATCHING, 30 AMPS BATTERY POWER
	HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS BATTERY POWER

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	Description
	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS BATTERY POWER
	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER
	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
	STEERING WHEEL MOUNTED ELECTRIC HORN CONTROL
	NO TRAILER HAND CONTROL BRAKE VALVE
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
Design	
	PAINT: ONE SOLID COLOR
Color	
	CAB COLOR A: L0006EY WHITE ELITE EY
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
	NO CAB/BODY EXTERIOR DECALS
	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

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	Description
Secondary Factory Options	
	CORPORATE PDI CENTER IN-SERVICE ONLY

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

HV607 SBA

Sales Proposal For:

City of Hutto, Texas

Presented By:

SOUTHWEST INTL TRKS INC

Prepared For:
City of Hutto, Texas
Rick Coronado
401A W Front St.
Hutto, TX 78634-4203
(512)759 - 4019
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Presented By:
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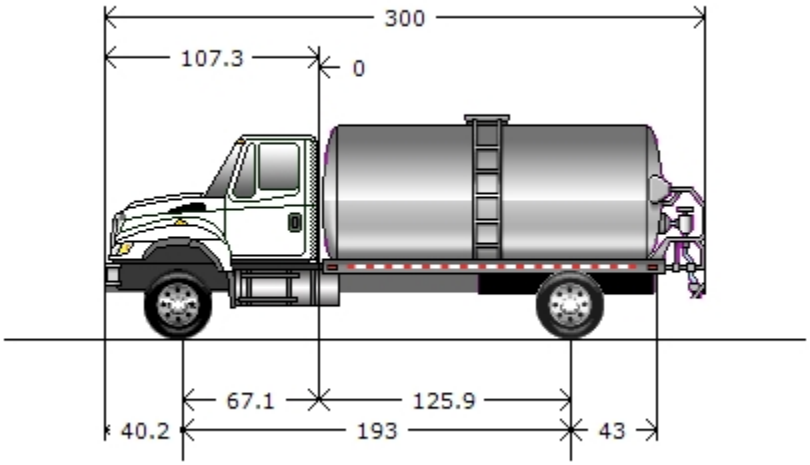

Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Tar Spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 50000 Calc. Start / Grade Ability: 23.99% / 1.79% @ 55 MPH Calc. Geared Speed: 88.6 MPH
DIMENSION:	Wheelbase: 193.00, CA: 125.90, Axle to Frame: 43.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 4.78
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV60700	Base Chassis, Model HV607 SBA with 193.00 Wheelbase, 125.90 CA, and 43.00 Axle to Frame.	6136/3644	9780
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	-43/-92	-135
	Notes : Pricing may change if axle configuration is changed.		
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	149/170	319
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)	271/-271	0
2AGE	AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity	-9/0	-9
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	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 On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	18/10	28
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	2/0	2
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/7	7
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
5708	STEERING COLUMN Tilting	14/1	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	5/23	28
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : 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 : 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	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, 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	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	29/24	53
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XNY	HEADLIGHTS Halogen	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EXX	ENGINE, DIESEL {Cummins B6.7 300} EPA 2024, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon	0/0	0
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	23/-5	18

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12VBC	AIR CLEANER Single Element	0/0	0
12VJR	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BCP	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	224/59	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14AWK	AXLE, REAR, SINGLE {Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 4.78	0/152	152
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	1/-1	0
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	24/2	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
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	0/0	0
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	16/7	23
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	11/0	11
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	4/0	4
	Services Section:		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	**6914/3877** (lbs)	**10791** (lbs)
1	Bergkamp pothole patcher	0/0	0
	Total Body Allied:	**0/0** (lbs)	**0** (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.F.
Purchase of Two Pickup Trucks

1. **Agenda Item:**
Consider Awarding Bid No. 2024-05, Purchase of City Vehicles to SAMES FORD of McAllen, Texas, in the Total Amount of $136,499.00 and Authorize the City Manager to Execute Any Documents Related thereto. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
On November 28, 2023, bids were opened for Bid No. 2024-05, Purchase of Two City Vehicles. The bid was for the purchase of two (2) city vehicles, one (1) ¾ Ton Pick Up Crew Cab 4x4, and one (1) F-550 4X4 Crew Cab with a 2-3 Commercial Dump Body. One (1) bid was received and opened. After review and tabulation, staff recommends awarding Bid No. 2024-05 to SAMES FORD of McAllen, TX, the sole bidder meeting specifications. The City of Edinburg has previously done business with BOGGUS FORD, now SAMES FORD. The City has verified no monies are owed to the City by SAMES FORD.

Below is the list of vendors who responded to the bid:
SAMES FORD $136,499.00

Projected delivery for one (1) ¾ Ton Pick Up Crew Cab 4x4 is 30 days after issuance of the purchase order and for one (1) F-550 4X4 Crew Cab with a 2-3 CY Commercial Dump Body is 60–90 days after issuance of the purchase order.

Funding is available through the FY 2022-2023 Capital Lease Program.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2024-05, Purchse of City Vehicles to SAMES FORD of McAllen, Texas, in the total amount of $136,499.00 and Authorize the City Manager to Execute Any Documents Related thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:
A. Bid Tabulation
B. Notice to Bidders
C. SAMES Proposal
D. Bidders List

THE CITY OF Edinburg

Bid 2024-05 Purchase of City Vehicles
Opening Date: November 28, 2023 at 3:00 p.m.

				Bidders:	Sames McAllen Ford
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	3/4 Ton Crew Cab 4x4 Pick Up	1	Each	$54,705.00	$54,705.00
2	Optional item accessories	1	Each	$0.00	$0.00
3	F-550 or Approved/Equal Crew Cab 4x4 Pick Up	1	Each	$81,794.00	$81,794.00
4	3-4 Dump Body	1	Each	$0.00	$0.00
5	Optional item accessories	1	Each	$0.00	$0.00
	Total			$136,499.00	

REQUEST FOR BIDS

2024-05

PURCHASE OF TWO (2) CITY VEHICLES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 8, 2023

DEADLINE FOR QUESTIONS: November 20, 2023

RESPONSE DEADLINE: November 28, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Purchase of Two (2) City Vehicles

I. Introduction .....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Purchase of Two (2) City Vehicles.

1.2. Background

Purchase of one (1) 3/4 Ton Crew Cab 4x4 Pick Up Truck, Purchase of one (1) F-550 or Approved/Equal 4x4 pick up truck with a 3-4 Cubic Yard Dump Body.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	November 8, 2023
Question Submission Deadline	November 20, 2023, 5:00pm
Proposal Submission Deadline	November 28, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Purchase of Two (2) City Vehicles

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 28, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 28, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-05" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, November 20, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Purchase of Two (2) City Vehicles

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Purchase of Two (2) City Vehicles as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. 3/4-Ton Crew Cab 4x4 Truck

The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) 3/4-ton Crew Cab 4X4 Pick-up Truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

4.2. F-550 or Approved/Equal Crew Cab 4x4 Truck

The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) F-550 or Approved equal 4WD Crew Cab 4X4 with 2-3 Yard Dump Body Pick Up truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. The attached specification forms will need to be filled out and attached.**

Please download the below documents, complete, and upload.

- 3-4_Ton_Crew_Cab_4X4_Truck_...

*Response required

*5.1.2. The attached specification forms will need to be filled out and attached.**

Please download the below documents, complete, and upload.

- F-550_OR_APPROVED_EQUAL_Cre...

*Response required

*5.1.3. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.4. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.5. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.6. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.7. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.8. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.9. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.10. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.11. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.12. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

6. Pricing Proposal

CITY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	3/4 Ton Crew Cab 4x4 Pick Up	1	Each		
2	Optional item accessories	1	Each		
3	F-550 or Approved/Equal Crew Cab 4x4 Pick Up	1	Each		
4	3-4 Dump Body	1	Each		
5	Optional item accessories	1	Each		
TOTAL					

REQUEST FOR BIDS

2024-05 ORIGINAL

PURCHASE OF TWO (2) CITY VEHICLES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 8, 2023

DEADLINE FOR QUESTIONS: November 20, 2023

RESPONSE DEADLINE: November 28, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Purchase of Two (2) City Vehicles

I. Introduction .....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications .....

V. Vendor Questionnaire .....

VI. Pricing Proposal .....

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Purchase of Two (2) City Vehicles.

1.2. Background

Purchase of one (1) 3/4 Ton Crew Cab 4x4 Pick Up Truck, Purchase of one (1) F-550 or Approved/Equal 4x4 pick up truck with a 3-4 Cubic Yard Dump Body.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	November 8, 2023
Question Submission Deadline	November 20, 2023, 5:00pm
Proposal Submission Deadline	November 28, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Purchase of Two (2) City Vehicles

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 28, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 28, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-05" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, November 20, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Purchase of Two (2) City Vehicles

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Purchase of Two (2) City Vehicles as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

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Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

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Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

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In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. 3/4-Ton Crew Cab 4x4 Truck

The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) 3/4-ton Crew Cab 4X4 Pick-up Truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

4.2. F-550 or Approved/Equal Crew Cab 4x4 Truck

The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) F-550 or Approved equal 4WD Crew Cab 4X4 with 2-3 Yard Dump Body Pick Up truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. The attached specification forms will need to be filled out and attached.**
Please download the below documents, complete, and upload.

- 3-4 Ton Crew Cab 4X4 Truck ...

*Response required

*5.1.2. The attached specification forms will need to be filled out and attached.**
Please download the below documents, complete, and upload.

- F-550 OR APPROVED EQUAL Cre...

*Response required

*5.1.3. Attach a copy of your company's insurance certificate.**
Please attach the insurance certificate

*Response required

*5.1.4. Please fill out General Questionnaire and upload here **
Please download the below documents, complete, and upload.

- GENERAL QUESTIONNAIRE.pdf

*Response required

*5.1.5. Please fill out the Litigation Disclosure form and upload here**
Please download the below documents, complete, and upload.

- LITIGATION DISCLOSURE FORM.pdf

*Response required

*5.1.6. Please fill out and sign the Conflict of Interest Disclosure form and upload here**
Please download the below documents, complete, and upload.

- CONFLICT OF INTEREST.pdf

*Response required

*5.1.7. Please fill out and sign House Bill 89 and upload here**
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE BILL 89 VERIFICATION.pdf

*Response required

*5.1.8. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE BILL 13 VERIFICATION...

*Response required

*5.1.9. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE BILL 19 VERIFICATION...

*Response required

*5.1.10. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY OF EDINBURG NONCOLLUSI...

*Response required

5.1.11. *Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

5.1.12. *If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

INSTRUCTIONS	INITIAL
The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) 3/4-ton Crew Cab 4X4 Pick-up Truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. **If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. All variations and/or exceptions must be documented,** referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL
The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction** to bidders and thereby agrees to all of the specifications and stipulations as listed.	

1. DETAILED SPECIFICATIONS	YES	NO	Exception

THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) 3/4 TON PICK UP, CREW CAB 4X4, WITH POWER DOORS AND WINDOWS, REAR WHEEL DRIVE, TOW PACKAGE AND EQUIPMENT, 10,600 LBS PAYLOAD PACKAGE GVWR; CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.			
2. ENGINE AND COOLING SYSTEM	**YES**	**NO**	**Exception**
THE TRUCK SHALL BE EQUIPPED WITH A V8 GAS ENGINE WITH 10-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.	✓		
3. AXLES	**YES**	**NO**	**Exception**
GVWR SHALL MEET MINIMUM OF 10,600 LBS. AXLE RATIO SHALL BE 3.31:1		✓	3.73 GEARS
4. BRAKES	**YES**	**NO**	**Exception**
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.			
5. FUEL TANK	**YES**	**NO**	**Exception**
THE VEHICLE SHALL HAVE A 25-30 GALLON FUEL TANK	✓		

6. STEERING	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	✓		

7. SUSPENSION	YES	NO	Exception
THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	✓		

8. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 10 SPEED ELECTRONIC WITH SELECTOR ON STEERING COLUMN.	✓		

9. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FIVE (4) STEEL WHEELS TO MEET GVWR RATING WITH FIVE (4) BLACKWALL ALL-TERRAIN RADIAL TIRES LT285/70R17 TO MEET 10,600 GVWR SPECS WITH A 156 INCH WHEEL BASE. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.		✓	285/70R17E ALL TERRAIN FACTORY TIRES

10. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➢ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C.	Y		
➢ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	Y		
➢ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	Y		
➢ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	Y		
➢ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	Y		
➢ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	Y		
➢ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP BLUETOOTH CAPABILITY REAR VIEW CAMERA	Y		
➢ FACTORY TIE DOWN HOOKS, 2 TOW HOOKS IN BUMPER, TRAILER BRAKE CONTROLLER, TRAILER SWAY CONTROL	Y		

11. FACTORY EXTERIOR	YES	NO	Exception
➢ ALL GLASS IN VEHICLE SHALL BE TINTED.	Y		
➢ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	Y		

➢ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER.	Y		
➢ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	Y		

12. ADDITIONAL ITEMS	**YES**	**NO**	**Exception**
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING MISCELLANEOUS ITEMS:			
➢ TWO (2) SETS OF KEYS.	Y		
➢ CLASS IV TRAILER HITCH RECEIVER TO INCLUDE SMART TRAILER TOW CONNECTOR AND 4-PIN/7-PIN WIRING HARNESS	Y		
➢ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	Y		
➢ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	Y		
➢ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	Y		
➢ ONE (1) DOT APPROVED FIRST AID KIT (SHIPPED LOOSE).	Y		
➢ TRUCK BED MUST HAVE RHINO LINER OR LINE X HARD SHELL SPRAY ON LINER	Y		

13. OPTIONAL ITEMS

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	Y	1450 -
ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	Y	1720 -
ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	Y	1635 -
ONE (1) HEAD RACK MOUNTED DIRECTIONAL ~~WHELEN JUSTICE~~ ECCO 44-INCH OR EQUAL LIGHT BAR. FOUR (4) LED AMBER CORNER STROBE UNITS TO BE INSTALLED; TWO (2) IN FRONT, TWO (2) IN REAR, AND TWO (2) ON EACH SIDE, LENSES SHALL BE CLEAR. MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	Y - EXCEPTION	2,775 -
INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	Y	1250 -
INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)		NO BID

14. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY	Y		

CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	Y		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	Y		

15. BID FORM				
15.1	Item – One (1) 3/4 Ton Pick Up, Crew Cab 4X4	YEAR, MAKE, AND MODEL 2023 FORD F-250		$ 54,705
15.2	AVAILABLE EXTENDED WARRANTY(S)			
____ YR _____ MILES _____ TYPE _____ COST				
____ YR _____ MILES _____ TYPE _____ COST				
____ YR _____ MILES _____ TYPE _____ COST				
15.3	DELIVERY TIME AFTER AWARD IN DAYS			30 DAYS

INSTRUCTIONS	INITIAL
The specifications herein describe the minimum acceptable features, colors and performance requirements for (1) F-550 or Approved equal 4WD Crew Cab 4X4 with 2-3 Yard Dump Body Pick Up truck. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. **If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. All variations and/or exceptions must be documented,** referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL
The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction** to bidders and thereby agrees to all of the specifications and stipulations as listed.	

1. **DETAILED SPECIFICATIONS**	**YES**	**NO**	**Exception**

THE FOLLOWING SPECIFICATIONS SET FORTH THE SPECIFIC REQUIREMENTS FOR ONE (1) F-550 OR APPROVED EQUAL 4WD CREW CAB PICK UP TRUCK WITH A 2-3 YARD COMMERCIAL DUMP BODY, WITH POWER DOORS AND WINDOWS, REAR WHEEL DRIVE, TOW PACKAGE AND EQUIPMENT, 19,500 LBS PAYLOAD PACKAGE GVWR; or CURRENT YEAR PRODUCTION MODEL, COMPLETE WITH ALL NECESSARY EQUIPMENT AND ACCESSORIES.	Y		

2. ENGINE AND COOLING SYSTEM	YES	NO	Exception
THE TRUCK SHALL BE EQUIPPED WITH A V8 GAS ENGINE WITH 10-SPEED AUTOMATIC TRANSMISSION WITH O/D. THE ENGINE SHALL MEET ALL APPLICABLE TEXAS EMISSIONS LAWS, HEAVY DUTY RADIATOR WITH COOLANT RECOVERY SYSTEM, 50% PERMANENT ANTIFREEZE SOLUTION TO BE USED AS COOLANT.	Y		

3. DUMP BODY	YES	NO	Exception
BED TYPE- 3-4 CUBIC YARD DUMP BODY	Y		
PTO EQUIPPED: PTO AND HYDRAULIC PUMP SHALL BE ADEQUATELY SIZED TO ACTUATE THE CYLINDER FOR THE LOADED CAPACITY OF DUMP BED. PTO SHALL HAVE A SEPARATE POWER SWITCH THAT IS ACTIVATED BY APPLICATION OF PARKING BRAKE. PTO SHALL BE CONNECTED SO THAT THE POWER TO THE SWITCH IS INTERRUPTED BY APPLICATION OF THE BREAK PEDAL.		N	ELETRIC OVER HYDRAULIC
INSIDE DIMENSION:10'X6'9"X22 SIDES X 30" ENDS INSIDE WIDTH: APPROXIMATE ONLY 84"		N	9'6FT. 18" SIDES 24" TAIL GATE
CONSTRUCTION: FULLY-WELDED, 12 GUAGE FRONT AND SIDES WITH FLANGED TOP RAIL.		N	10GAUGE
BED FLOOR: 7-GUAGE (3/16") THICK, HIGH TENSILE STEEL W/2" RADIUS SIDES.		N	10 GAUGE

➢ VEHICLE SHALL BE EQUIPPED WITH LEFT AND RIGHT SUN VISORS.	Y		
➢ ALL GAUGES TO BE MOUNTED AS AN INTEGRAL PART OF DASH. FACTORY OIL PRESSURE, VOLT METER, TEMPERATURE, AND FUEL GAUGES SHALL BE PROVIDED.	Y		
➢ VEHICLE TO BE FURNISHED WITH ALL SAFETY ITEMS INCLUDING BRAKE AND EMISSION WARNING LAMPS.	Y		
➢ FACTORY INSTALLED AM/FM RADIO, POWER POINT PLUG, AND DOME LAMP BLUETOOTH CAPABILITY.	Y		
➢ AIR BAGS FOR DRIVER AND PASSENGER.	Y		
11. FACTORY EXTERIOR	**YES**	**NO**	**Exception**
➢ ALL GLASS IN VEHICLE SHALL BE TINTED.	Y		
➢ VEHICLE SHALL BE EQUIPPED WITH FACTORY INSTALLED LOW-MOUNT MANUAL TELESCOPING MIRRORS.	Y		
➢ VEHICLE SHALL BE EQUIPPED WITH A FACTORY STANDARD FRONT AND REAR BUMPER, ROOF CLEARANCE LIGHTS, 2 TWO HOOKS, TRAILER BRAKE CONTROLLER, TRAILER SWAY CONTROLLER, TRAILER TOW WIRE HARNESS.	Y		
➢ VEHICLE EXTERIOR SHALL BE PAINTED MANUFACTURER'S STANDARD WHITE.	Y		
12. ADDITIONAL ITEMS	**YES**	**NO**	**Exception**
THE SUCCESSFUL BIDDER SHALL PROVIDE THE FOLLOWING MISCELLANEOUS ITEMS:			

THE SUSPENSION SHALL CONSIST OF HEAVY DUTY SHOCKS AND SPRINGS. CAB/CHASSIS SHALL BE EQUIPPED WITH FACTORY SUPPLIED FRONT AND REAR SWAY BARS.	Y		

8. TRANSMISSION	YES	NO	Exception
THE TRANSMISSION SHALL BE AUTOMATIC, 10 SPEED ELECTRONIC WITH SELECTOR ON STEERING COLUMN.	Y		

9. WHEELS AND TIRES	YES	NO	Exception
THE VEHICLE SHALL BE EQUIPPED WITH FOUR (4) STEELBELTED RADIAL TIRES 225/70R19.5 TRAC TIRES TO MEET 19,500 GVWR SPECS WITH A 156 INCH WHEEL BASE. SPARE TIRE SHALL BE MOUNTED UNDER REAR OF VEHICLE WITH A FACTORY SUPPLIED HANGER. JACK AND LUG WRENCH SHALL BE SUPPLIED BY THE VENDOR.			174 WHEEL BASE

10. FACTORY CAB APPOINTMENTS	YES	NO	Exception
➢ FACTORY INSTALLED INTEGRAL HEATER/DEFROSTER WITH A/C. ➢ AM/FM STEREO WITH AUX AUDIO	Y		
➢ BLACK RUBBER FLOOR MAT ON FLOOR OF SEATING AREA.	Y		
➢ ADJUSTABLE HEAVY DUTY 40/20/40 SPLIT BENCH VINYL SEAT. SEAT AND INTERIOR TRIM SHALL BE A DARK GRAY COLOR.	Y		

STANDARD FRONT CORNER POST, FULL DEPTH BOXED REAR CORNER POSTS, TWO (2) VERTICALBOX BRACES PER SIDE, 3" STRUCTURAL CHANNEL CROSS MEMBERS, 4-6" STRUCTURAL CHANNEL LONG MEMBERS. TAILGATE: 3 PANEL, 12 GUAGE CONSTRUCTION, FULLY BOXED, TOP & BOTTOM SLOPED, REINFORCED WITH 2 VERTICAL BOX BRACEDS, HINGED TOP 1" DIA, PINS & BOTTOM, 1-1/4" DIAMETER PINS, MANUAL RELEASE, 3/8" SPREADER CHAIN, ¾ FORGED STEEL TAILGATE HOOK, ¾ FORGED TAILGATE, 3/8 STEEL OUTER LATCH TAILGATE. TAILGATE SHALL HAVE INDEPENDENT UPPER RELEASE HANDLES ON EACH SIDE TOP. REAR APRON: FULL WIDTH WARRANTY: MANUFACTOR WARRANTYU OF COMPLETE DUMP BED UNIT.☐			

4. BRAKES	**YES**	**NO**	**Exception**
POWER ASSIST BRAKES, DISC TYPE FRONT, DRUM OR DISC TYPE REAR, DUAL SPLIT SYSTEM, WITH ABS ANTI-LOCK BRAKE SYSTEM. EMERGENCY BRAKE TO BE CABLE OPERATED.	Y		

5. FUEL TANK	**YES**	**NO**	**Exception**
THE VEHICLE SHALL HAVE A TANK SYSTEM WITH THE CAPACITY OF 26.5 GALLONS	Y		

6. STEERING	**YES**	**NO**	**Exception**
THE VEHICLE SHALL BE EQUIPPED WITH INTEGRAL POWER STEERING.	Y		

7. SUSPENSION	**YES**	**NO**	**Exception**

➢ TWO (2) SETS OF KEYS.	Y		
➢ CLASS IV TRAILER HITCH RECEIVER TO INCLUDE SMART TRAILER TOW CONNECTOR AND 4-PIN/7-PIN WIRING HARNESS	Y		
➢ EMISSION WARRANTY: 5 YEAR/50,000 MILE WARRANTY	Y		
➢ ONE (1) 5 LB ABC MARINE MOUNT TYPE FIRE EXTINGUISHER (SHIPPED LOOSE).	Y		
➢ ONE (1) DOT APPROVED BACKUP ALARM WIRED TO BACKUP LIGHT SYSTEM.	Y		

13. OPTIONAL ITEMS

THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:

	AVAILABLE	PRICE
ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	Y	1450
ONE (1) HEAD RACK MOUNTED ~~WHELEN~~ ECCO LIBERTY LIGHT BAR EQUIPPED WITH WHITE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED) INCLUDE WHELEN AMBER/WHITE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	Y	$2775

14. REGISTRATION	YES	NO	Exception
VENDOR SHALL SUPPLY ALL DMV PAPERWORK REQUIRED BY THE STATE OF TEXAS TO LICENSEE WITH THE VEHICLE INCLUDING A WEIGHT CERTIFICATE. THE CITY OF EDINBURG WILL HANDLE THE LICENSING. ANY CORRESPONDENCE REGARDING THIS VEHICLE SHALL BE CONDUCTED THROUGH THE DEPARTMENT.	Y		
THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR MEETING SPECIFICATIONS IN THIS BID. VEHICLES AND EQUIPMENT SHALL BE LEGALLY EQUIPPED FOR USE IN THE STATE OF TEXAS AT THE TIME OF DELIVERY	Y		

15. BID FORM			
15.1	Item – ONE (1) F-550 OR APPROVED EQUAL 4WD 4X4 CREW CAB WITH A 2-3 YARD COMMERCIAL DUMP BODY	YEAR, MAKE, AND MODEL 2023 FORD F550	$ 81,794 —
15.2	AVAILABLE EXTENDED WARRANTY(S)		
____ YR _____ MILES _____ TYPE _____ COST			
____ YR _____ MILES _____ TYPE _____ COST			
____ YR _____ MILES _____ TYPE _____ COST			
15.3	DELIVERY TIME AFTER AWARD IN DAYS		60-90 DAYS

6. Pricing Proposal

CITY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	3/4 Ton Crew Cab 4x4 Pick Up	1	Each	$54,705	$54,705
2	Optional item accessories	1	Each		
3	F-550 or Approved/Equal Crew Cab 4x4 Pick Up	1	Each	$81,794	81,794
4	3-4 Dump Body	1	Each		
5	Optional item accessories	1	Each		
TOTAL					

Dump Body Includes

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SAMES MCALLEN FORD
(Full, correct legal name)

- Address: 1400 E. HWY 83 MCALLEN TX 78501
- Telephone/Fax: 956 686 7411
- Email address: rgonzalez@sames.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3. Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? LAREDO, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. NA

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: RAUL GONZALEZ
Address: 1400 E. HWY 83 MCALLEN TX 78501
Telephone: 956 686-7411 956 246 1715 cell
Fax: _____
Email: rgonzalez@sames.net

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
BOGUS MOTOR SALES

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation **Disclosure form may result in the disqualification of your submittal from consideration** or termination **of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate **the name(s) of the person(s), the nature, and the status and/or outcome of** the information, indictment, **conviction, termination, claim or litigation, as applicable. Any such information** should be provided on a **separate page, attached to this form and submitted with your submittal.**

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11-27-23

Company/Vendor Name: James McAllen Ford

Printed Name and Title: Raul Gonzalez Commercial Acct Manager

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Raul Gonzalez, the undersigned representative of Sams McAllen Ford, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Gonzalez Fleet Manager

TYPE/PRINT NAME AND TITLE:

11-27-23

DATE:

SENATE BILL 13 VERIFICATION

I, Paul Gonzalez, the undersigned representative of Sams Mobile Fuels, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies** and;

2) **will not boycott energy companies** during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Paul Gonzalez Fleet Manager

TYPE/PRINT NAME AND TITLE:

11-27-23

DATE:

SENATE BILL 19 VERIFICATION

I, Raul Gonzalez, the undersigned representative of James McAllen PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

RAUL Gonzalez FLEET MANAGER

TYPE/PRINT NAME AND TITLE:

11-27-23

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of NA, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDINBURG, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title MEET MANAGER

Subscribed and sworn to me this 27 day of November 2023.

By:

Notary Public

IRMA MEDRANO
Notary Public, State of Texas
Comm. Expires 01-30-2026
Notary ID 661484

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

JAMES McALLEN FUND

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

11-27-23

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1097845

Date Filed:
11/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sames McAllen Ford
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-05
Purchase of two (2) city vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Raul Gonzalez, and my date of birth is 12-09-70.

My address is 19301 Sylvia Rd, Elsa, TX, 78543, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 27 day of NOV (month), 20 23 (year).

Raul J. Gonzalez
Signature of authorized agent of contracting business entity
(Declarant)

Email	
danishastern@gmail.com	tranzlogisticsllc@gmail.com
juan@anumber1movers.com	vernonsctt@yahoo.com
rudyrobles@alamosolutionsgroup.com	admin@trottertrucking.com
floydalley@yahoo.com	pam@hallbuickgmc.com
jackiejhnsn68@gmail.com	weaverkip@gmail.com
jyanderson@amcotx.com	info@topshel.ph
robert@andys-air.com	UNITYAUTOTIRE@GMAIL.COM
apompwllc@gmail.com	sales@varitech-industries.com
andah@atlanticpetro.com	gary@waltonsheavyrepair.com
jgray@machaikflm.com	jeff.taylor@wichitafallsford.net
uche@sgkglobal.com	Service@winklerFleetRepairs.com
sholland@billfickford.com	WRIGHTIVLLC@GMAIL.COM
fred.jr@bobstruckcare.com	rgonzalez@sames.net
ashley@breezydayllc.com	g.angelle@cowboyfleet@gmail.com
dchcattle@yahoo.com	gonzalezj@rushenterprises.com
averyt@caldwellcountry.com	aaron@caldwellcountry.com
aknapp@caldwellcountry.com	arnoldo.sepulveda@bertogden.com
aarcher@cleburneford.com	laurieg@mikeshawtoyota.net
Crockettagauto@gmail.com	brent@mylessolutions.com
dana@ddfleetservice.com	houstonlogisticsllc@comcast.net
deliveriesondemand@yahoo.com	info@nuwayexpressinc.com
daisymotorgroup@gmail.com	info@omnais.com
kcarter@dallastrailer.com	marci@onestoptruckservice.com
ddmfreight@gmail.com	cmbl@performancetruck.com
info@devoillogistics.com	sandra.gonzalez@governmentautosales.com
Jfrazier@delta-freight.com	pricelessbusinessmanagement@gmail.com
edbodyshop@gmail.com	ortega.automotive@gmail.com
WCollins@elementcorp.com	rgincorporated1@gmail.com
daniel.j.culver@ehi.com	rboudreaux@r2mechanicalservices.com
contact@fidislogistics.com	RANDY@ROOFREDEEMER.COM
tristan@finessefreightlog.com	larry@rw-transport.com
egemes@fivvegts.com	Rudy@rosetrucksales.com
lori.reyes@dmautoleasing.com	schabelm@rushenterprises.com
Freeflow.enter@gmail.com	maress1@rushenterprises.com
tara@freightologie.com	starchercr@rushenterprises.com
BRYAN@FRIENDLYAUTOMALL.COM	sb@sbtowingandrecovery.com
iriel.franklin@mnwservices.com	sheenservicesllc@gmail.com
ddavenport@goodbizgroup.net	ramona@sheltonfreightlogistics.com
greenegloballogistics@gmail.com	djoneswitch@yahoo.com
samuel.rodriguez@hardwayhaulers.com	Logistics1siwel@gmail.com
support@haulyalljunk.com	service@sourlakemotors.com
parts@helfmanford.com	brandi@southpostrecycling.com
kathy@interstate-mobility.com	vscott@gilchristautomotive.com
infinitycarelogistics@gmail.com	mramirez@spikesford.net
ron_hardy@wiesnerauto.com	arthur@swiftservices.net
rami@k1group.net	luisgonzalez@swiftmoverz.com

kbttransportation@aol.com	tiffany@tiffanyaharrison.com
kiltexllc@yahoo.com	ceo@tcclogistics.org
contactus@krewelogistics.com	aleta1@suddenlink.net
joe.james@l-sync.com	timb@bakerautorepair.com
jh79@larochegm.com	jorge@topgunperformancetuning.com
smaner@lcsmlogistics.com	accounting@awdservice.com
MEGAN@MANDRFLEETSERVICES.COM	martinstransportationservices@gmail.com
malfunctionjunctionauto@yahoo.com	alind@redmac.net
	SEGO4@AOL.COM

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.G.
City Wide Pavement Marking Agreement

1. **Agenda Item:**
Consider Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

2. **Description:**
On, August 15, 2023, bids were opened for Bid No. 2023-29, City Wide Pavement Markings. Two (2) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp. the lowest bidder meeting specifications per unit price as listed. The City of Edinburg has previously done business with Valley Striping Corp. The city has verified no monies are owed to the city by Valley Striping Corp. Valley Striping Corp has been supplying the City with pavement markings for the last (3) three years with satisfactory reviews.

Below is the list of Vendors who responded to the bid:

Valley Striping Corp.
Pavement Markings Inc.

This Service Contract is to provide Pavement Markings that will be utilized throughout the City for the approved Capital Improvements Projects (CIP), Street Improvement Paving Program and City Facility Paving. Staff notes that the bid is being awarded based on unit price, valid from October 1, 2023 through September 30, 2024 with the option to extend two (2) additional years. The quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. The current Pavement Marking Contract will insure the availability of pavement markings needed for continuous operation throughout the next (3) three years. This Contract shall be for a period of (1) year from October 1, 2023 through September 30, 2024 with the right to extend the Contract for (2) two additional years, if the performance of the contractor is satisfactory and the unit price(s) remain unchanged.

Funding is available in the FY 2023-2024 General Fund Operating Budget, Streets, Rental and Contractual and ARPA Federal Funding.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices as Listed and Authorize the City Manager to Enter into an Agreement Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. Bid Recommendation Form
B. Notice to Bidders-City Wide Pavement Markings
C. Addendum 1 and 2
D. Bidders List
E. Valley Striping Proposal
F. Pavement Markings Inc Proposal
G. Agreement

THE CITY OF Edinburg

BID 2023-29 - City Wide Pavement Markings
Opening Date: Tuesday, August 15, 2023 at 3:00 p.m.

		BIDDERS:	PAVEMENT MARKINGS, INC	Valley Striping CORP
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	LF	$0.80	$0.35
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	LF	$0.85	$0.40
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	LF	$0.90	$0.85
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	LF	$1.20	$1.50
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	LF	$4.00	$3.00
6	ELIMINATE EXISTING PREFAB (WORDS)	EA	$60.00	$45.00
7	PAVEMENT SEALER 4"	LF	$0.25	$0.25
8	PAVEMENT SEALER 8"	LF	$0.60	$0.40
9	PAVEMENT SEALER 12"	LF	$1.20	$0.60
10	PAVEMENT SEALER 24"	LF	$2.00	$1.20
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	EA	$60.00	$45.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	EA	$90.00	$90.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	LF	$0.45	$0.65
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	LF	$0.30	$0.65
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	LF	$0.45	$0.45
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	LF	$0.65	$0.45
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	LF	$1.60	$1.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	LF	$0.30	$0.45
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	LF	$2.20	$1.00
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	LF	$1.80	$1.80
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	LF	$5.80	$3.90
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	LF	$6.40	$4.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	EA	$220.00	$125.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	EA	$220.00	$125.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	EA	$220.00	$125.00
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	EA	$440.00	$200.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	EA	$440.00	$200.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	EA	$240.00	$170.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	EA	$480.00	$200.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	EA	$380.00	$350.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	EA	$480.00	$210.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	EA	$160.00	$120.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	EA	$90.00	$90.00

34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	EA	$4.80	$3.00
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	EA	$4.80	$3.00
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	EA	$9.80	$2.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	EA	$320.00	$165.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	EA	$28.00	$20.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	EA	$160.00	$100.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	SQ FT	$0.42	$0.21
41	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	EA	$3.80	$1.00
42	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	EA	$3.80	$1.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	EA	$80.00	$45.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	EA	$140.00	$180.00
45	FIRE LANE MARKINGS	EA	$25.00	$5.00
46	12" YELLOW / RED PAINTED CURB	LF	$1.20	$1.25
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	LF	$1.20	$0.90
48	4" WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	LF	$1.20	$0.45
49	CONCRETE WHEEL STOPS / 3500 PSI 6' L x 9 ¼" W x 5 ¾" H x (2) ¾" DIA HOLES	EA	$65.00	$65.00
		TOTAL	**$4460.77**	**$2710.71**

REQUEST FOR BIDS

2023-29

CITY WIDE PAVEMENT MARKINGS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 15, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
City Wide Pavement Markings

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Special Specification Template - 2003 format

B - Sample Agreement

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for City Wide Pavement Markings to apply thermoplastic markings within the city limits.

1.2. Contact Information

Lazaro Ayala
Assistant Director
1201 N. Doolittle Rd
Edinburg, TX 78541
Email: layala@cityofedinburg.com
Phone: (956) 388-8210 Ext: 1413

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.3. Timeline

Release Project Date	July 21, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 28, 2023, 1:30pm Join Zoom Meeting https://cityofedinburg.zoom.us/j/81967845364?pwd=ZC8wNlkzZHRGNFlMRHk3ZjFRS0RDQT09 Meeting ID: 819 6784 5364 Passcode: 685815 One tap mobile +13462487799,,81967845364#,,,,*685815# US (Houston) +12532158782,,81967845364#,,,,*685815# US (Tacoma) Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 719 359 4580 US • +1 253 205 0468 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US Meeting ID: 819 6784 5364 Passcode: 685815
Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 15, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for City Wide Pavement Markings

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 15, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 15, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-29" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: City Wide Pavement Markings

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the City Wide Pavement Markings as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. SPECIFICATIONS

4.1. CITY WIDE STRIPING AND MARKINGS

All markings shall be applied in an extruded method using a push behind hand liner applicator or an approved equal and require a sealer application before striping. The thermoplastic application shall have a .100 mil thickness finished with glass beads to meet

TXDOT specifications for thermoplastic markings. The City of Edinburg is requiring installation of PAVEMENT MARKINGS to various job sites located within the City of Edinburg limits within 24 to 48 hours of request.

Contractor MUST PROVIDE for any necessary traffic control required to perform the work.

4.2. SCOPE OF WORK

The City of Edinburg Public Works Department is requesting to apply thermoplastic markings within the city limits by using extruded method (handliner) application, “Spray Application Prohibited”. All markings must be a least .100 mil thickness and finished with glass beads, 50 Ibs per 100 sq.ft of material and/or comply with TXDOT specs for thermoplastic markings. Layouts of pre markings to be provided by awarded contractor for approval by the Director of Public Works.

4.3. EXTRUDED THERMOPLASTIC PAVEMENT MARKINGS

PART 1 GENERAL

1.01 DESCRIPTION

A. This item of work shall consist of furnishing and placing extruded thermoplastic pavement marking material at locations shown on the plans or as directed buy the Engineer.

B. When applied properly and at the designated thickness and width the markings shall, upon cooling, be reflectorized and able to resist deformation by traffic. The applied material shall be impervious to degradation.

4.4. PART 2 PRODUCTS

2.01 MATERIALS

A. All materials furnished shall be in accordance with DMS-8220, "Hot Applied Thermoplastic"

B. The thermoplastic material shall be homogenously composed of pigment, filler, resins, and glass reflectorizing beads.

4.5. PART 3 EXECUTION

3.01 APPLICATION

A. All material placement shall be in accordance with the material manufacturer’s instructions, unless otherwise directed in writing by the Engineer. In addition to the manufacturer’s instructions, place materials in accordance with the weather, moisture and temperature requirements of this Item.

B. Placement Limitations:

1. Weather: Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

2. Moisture: Apply material to pavement that is completely dry. Pavement will be considered dry if, on a sunny day after 15 min., no condensation occurs on the underside of a 1-ft.-square piece of clear plastic that has been placed on the pavement and weighted on the edges.

3. Temperature: Follow pavement and ambient air temperature requirements recommended by the material manufacturer. If the material manufacturer establishes no temperature requirements, do not place material if the pavement temperature is below 60°F or above 120°F.

C. Surface Preparation: The contractor shall be responsible for pre-marking all the work. Outline/pre-mark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer. Prepare surface by any approved cleaning method that effectively removes contaminants, loose materials, and conditions deleterious to proper adhesion. Prepare surfaces further after cleaning by sealing or priming as recommended by the pavement marking material manufacturer or as directed. Use adhesive, when required, of the type and quality recommended by the pavement marking material manufacturer.

D. Performance Requirements:

1. Adhesion: Markings do not lift, shift, smear, spread, flow, or tear by traffic action.

2. Appearance: Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.

3. Visibility: Markings have uniform and distinctive retro-reflectance when inspected in accordance with Tex-828-B.

E. Performance Period: All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

3.02 APPLICATION

A. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

B. Apply markings on pavement surfaces that are clean, completely dry and passes the following test:

* Place a sample of the thermoplastic material on a piece of tarpaper placed on the pavement. Allow material to cool to ambient temperature and

then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the

tarpaper.

C. The thermoplastic markings shall not be installed over a longitudinal joint, **temporary tabs** or seams.

D. The contractor shall be responsible for pre-marking all the work. Outline/Premark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer.

E. Any changes in the alignment of markings that do not correspond to the plans must be approved by the Engineer.

F. Finished markings must have well-defined edges and lateral deviation shall not exceed more than 1 inch per 200 feet; free of abrupt deviations and must meet the requirements of TEX-828-B.

4.6. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by the linear foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

B. The quantity to be paid is the quantity installed and approved as shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

C. When not listed as a separate bid item, removal of temporary tabs shall be considered incidental work.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.7. RAISED PAVEMENT MARKINGS

PART 1 GENERAL
1.01 DESCRIPTION

A. This item of work shall consist of furnishing and installing raised pavement markers of the Types shown on the plans.

1.02 REFERENCES (The latest edition of the referenced item below shall be used.)

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
672 “Raised Pavement Markers.”

C. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
678 “Pavement Surface Preparation for Markings”.

D. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4100, Juggle Bar Tiles.

E. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4200, Raised Markers (Reflectorized).

F. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4300, Traffic Buttons.

G. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6100, Epoxies and Adhesives.

H. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6130, Bituminous Adhesives for Pavement Markers.

I. Texas Department of Transportation (TxDOT) Test Procedure TEX-828-B.

4.8. PART 2 PRODUCTS

2.01 MATERIALS

A. Raised Markers. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

*Reflectorized Pavement Markers. DMS-4200, "Pavement Markers (Reflectorized)," types I-A, I-C, I- R, II-A-A, II-B-B, and II-C-R.

The following are descriptions for each type of raised pavement marker:

- **Type I-A:** Type I-A must contain an approach face that retro-reflects amber light. The body other than the retro-reflective face must be yellow.

- **Type I-C:** Type I-C must contain an approach face that retro-reflects white light. The body, other than the retro-reflective face must be white or silver-white.

- **Type I-R**: Type I-R must contain a trailing face that retro-reflects red light. The body, other than the retro-reflective face must be white or silver-white.

- **Type II-A-A:** Type II-A-A must contain two retro-reflective faces (approach and trailing) each that retro-reflect amber light. The body, other than the retro-reflective faces, must be yellow.

- **Type II-B-B:** Type II-B-B must contain two retro-reflective faces (approach and trailing) each that retro-reflect blue light. The body, other than the retro-reflective faces, must be blue (Fire Hydrant Markings).

- **Type II-C-R**: Type II-C-R must contain two retro-reflective faces, an approach face that retro- reflects white light and a trailing face that retroreflects red light. The body, other than the retro- reflective faces, must be white or silver-white.

B. Traffic Button. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

***DMS-4300**: "Traffic Buttons"

The following are descriptions for each type of Traffic Button:

***Type W:** Type W has a white body and no reflective faces.

***Type Y**: Type Y has a yellow body and no reflective faces.

C. Jiggle Bar Tiles. Furnish Jiggle Bar Tiles meeting the requirements of the following Material Specifications:

***DMS-4100**: "Jiggle Bar Tiles"

***DMS-6100**: "Epoxies and Adhesives."

***DMS-6130:** "Bituminous Adhesive for Pavement Marker

4.9. PART 3 EXECUTION

3.01 GENERAL

A. All work shall be done in accordance with the Contract, Specifications, Drawings, TMUTCD, manufacturer recommendations, and industry standards. In the event that one requirement conflicts with another the more stringent requirement shall be followed, unless directed otherwise by the ENGINEER.

B. The contractor shall obtain approval of the sequencing of the work and estimate the daily production.

C. If the roadway is currently open to traffic, the placement of markings shall minimally interfere with the operations of the roadway.

D. Use traffic control as shown on the plans and/or as directed by the ENGINEER.

4.10. 3.02 SURFACE PREPARATION

A. Prepare the pavement surface for the pavement markings as recommended by the manufacturer, TxDOT Item 678, show on the Drawings, and/or as directed by the ENGINEER.

B. Ensure that the bond surfaces are free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings, and any other material that would adversely affect the adhesive bond.

C. Remove all debris and loose material from pavement surface by sweeping, air blasting, or as recommended by the manufacturer, indicated on the plans or by the ENGINEER.

4.11. 3.03 ALIGNMENT & POSITIONING

A. Establish pavement marking guides to mark the lateral location of raised pavement markers as shown on the plans and as directed. Do not make permanent marks on the roadway for the guides.

B. Furnish raised pavement Markers for each class from the same manufacturer. Place raised pavement markers on the new asphaltic concrete surface or surface treatment only after the new surface has aged at least 14 days.

C. Place raised pavement markers in proper alignment with the guides. Acceptable placement deviations are shown on the plans.

D. Alignment and positioning of pavement markers shall be such that the reflective faces are aligned for proper visibility:

1.Type II: Markers shall be positioned so that the direction of reflection of the (1) face shall be directly opposite to the direction of flection of the

other face and be visible to the intended traffic.

2. Type I-C: Markers shall have clear reflector face towards traffic.

3. Type II C-R: Markers shall have the clear face toward the normal traffic flow and the red face towards wrong-way traffic.

E. Pavement markers placed in broken lines shall be placed in line with and midway between the stripes.

F. All pavement markers not placed in accordance with the Plans or as directed by the ENGINEER shall be removed by the CONTRACTOR at their

expense.

4.12. 3.04 APPLICATION

A. Use the following adhesive materials for placement of raised pavement markers unless otherwise shown on the plans:

*Epoxy adhesive for plowable reflectorized pavement markers.

*Bituminous adhesive for jiggle bar tile; reflectorized pavement markers described in DMS-4200, "Pavement Markers (Reflectorized)"; and traffic buttons on bituminous pavements.

*Epoxy adhesive for jiggle bar tile, reflectorized pavement markers described in DMS-4200, and traffic buttons on hydraulic cement concrete pavements.

B. Apply adhesives in sufficient quantity to ensure that 100% of the bonding area of raised pavement markers is in contact with the adhesive, and that raised pavement markers, except for plowable markers, are seated on a continuous layer of adhesive and not in contact with the pavement surface.

C. Apply adhesives in accordance with manufacturer's recommendations unless otherwise required by this specification. Apply bituminous adhesive only when pavement temperature and raised pavement marker temperature are 40°F or higher. Do not heat bituminous adhesive above 400°F. Agitate bituminous adhesive to ensure even heat distribution.

D. Furnish raised pavement markers free of rust, scale, dirt, oil, grease, moisture, and contaminants that might adversely affect the adhesive bond. Place raised pavement markers immediately after the adhesive is applied and ensure proper bonding. Do not use adhesives or any other material that impairs the functional retro-reflectivity of the raised pavement markers.

4.13. 3.05 REMOVING EXISTING RAISED PAVEMENT MARKINGS

A. Equipment.

1. Furnish and maintain equipment in good working condition.

2. Equipment shall be able to eliminate markings on concrete and asphaltic surfaces in such a manner that the color and texture of the pavement surface will be held to a minimum.

3. Air Blasting Equipment: Use moisture and oil traps to remove all contaminants from blasting air and prevent disposition of moisture, oil, or other contaminants on the roadway surface.

B. Marking Removal. Method of removal may be completed by any of the following:

1. Asphaltic Surfaces

I. Surface Treatment Method:

***A**pply surface treatment material at a rate shown on the Plans, as per manufacturers recommendations or as instructed by the ENGINEER.

*Place a surface treatment a minimum of 2ft wide to cover the existing marking.

*Place a surface treatment thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic occur or as directed by the ENGINEER.

*All excess material & residue shall be removed completely and disposed of properly in accordance with local, state, and federal regulations.

II. Burn Method:

*Use an approved burning method

*For thermoplastic or prefabricated pavement markings, heat may be applied to remove the bulk of the material prior to blast cleaning. When using heat, avoid spalling pavement surface.

*Sweeping or light blast cleaning may be used to remove minor residue.

III. Blasting Method:

***U**se an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

IV. Mechanical Method:

***A**pply any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

2. Concrete Surfaces

I. Blasting Method:

*Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

II. Mechanical Method:

*Use any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

4.14. 3.06 CLEAN UP

A. At all times, the project site shall be kept free of all unnecessary traffic hazards.

B. Upon completion of the work, the CONTRACTOR shall remove all rubbish from the work site, and shall clean and restore the area to a manner acceptable to the ENGINEER.

C. All damage done by the CONTRACTOR throughout the project limits and duration of work must be repaired.
D. Before acceptance, the work site must be neat and in a presentable condition throughout.
E. Disposal of materials shall be the responsibility of the CONTRACTOR and completed in accordance to local, state, and federal regulations.

4.15. 3.07 PERFORMANCE REQUIREMENTS

A. Adhesion. Installed pavement markings shall adhere to the pavement sufficiently to prevent lifting, shifting, smearing, spreading, flowing or tearing by traffic.

B. Appearance. In addition to complying with all requirements listed herein, pavement markings shall present a neat, uniform appearance, and shall be free of unsightly conditions caused by spread of excess adhesive.
C. Visibility. The pavement markings shall have uniform and distinctive retro reflectivity when observed in accordance with TxDOT TEX-828-B.
D. Observation Period. All material, workmanship and labor furnished shall be covered by manufacturers guarantee and/or warranty for a period of twelve (12) months commencing on final delivery date of materials.

4.16. 3.08 PERFORMACE PERIOD

A. All markings and replacement markings that fail to meet all requirements of this specification and TEX-828-B for a minimum of thirty (30) calendar days after installation shall be replaced by the CONTRACTOR at his expense.

4.17. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by each raised pavement marker of the Type indicated on the bid proposal.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.18. Special Specification 3278 Seal Coat

Please refer to the Attachments section, Attachment A

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign House Bill 89 and upload here**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.11. Please upload your bid bond. **

*Response required

6. PRICING PROPOSAL

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF		
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF		
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF		
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF		
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF		
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA		
7	PAVEMENT SEALER 4"	1,500	LF		
8	PAVEMENT SEALER 8"	600	LF		
9	PAVEMENT SEALER 12"	300	LF		
10	PAVEMENT SEALER 24"	500	LF		
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA		
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA		
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF		
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF		
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF		
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF		
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF		
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF		
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF		
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF		
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF		
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA		
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA		
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA		
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA		
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA		
28	REFL PAV MRK TY B (WHITE) (WORD-ONLY).	25	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA		
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA		
31	REFL PAV MRK TY B (WHITE) (WORD-SCHOOL XING).	4	EA		
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA		
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA		
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA		
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA		
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA		
37	REFL PAV MRK TY B (WHITE) (WORD-YIELD).	4	EA		
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA		
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA		
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT		
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA		
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA		
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA		
45	FIRE LANE MARKINGS	100	EA		
46	12” YELLOW / RED PAINTED CURB	500	LF		
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF		
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF		
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA		
TOTAL					

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541
(956) 388-1895

ADDENDA REPORT
NTB-ITEMS No. 2023-29
City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Tuesday, August 22, 2023

Addenda Issued:

Addendum #1

Jul 28, 2023 4:39 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

Please see the attached spreadsheet which indicates the changes made to the pricing proposal in section 6.

Addendum #2

Aug 7, 2023 8:24 AM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

The following question has been added to section 5. Vendor Questionnaire: 1.11 Please upload your bid bond.

The Bid Opening will be changed from Tuesday, August 8, 2023 at 3:00 p.m. to **Tuesday, August 15, 2023 at 3:00 p.m.**

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Jul 31, 2023 1:08 PM	Guadalupe Salinas

PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Aug 7, 2023 2:10 PM	Guadalupe Salinas
PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

968-61 - Pavement Marking Services, Including Removal of Markings	
Company Name	Email
1DZ ENTERPRISE LLC	debbiegarc20@gmail.com
A & A Cable Contractors, Inc.	aflores@aacable.com
A&V CASUALTY, LLC	fombonan@yahoo.com
AAA POWERWASH INC.	adam@houstonpressurewash.com
ACUMEN ENTERPRISES, INC.	wayne@acumen-enterprises.com
AG3 GROUP, LLC	agonzalez@ag3-group.com
AJ COMMERCIAL SERVICES, INC.	ravalos@ajcommserv.com
ALAMO CITY CONSTRUCTORS, INC.	greg@alamocityconstructors.com
AMEN 2 PRESSURE WASHING	hfdfirefighterett@gmail.com
AUS-TEX SANDBLASTING & COATINGS, INC	navellgarcia@yahoo.com
AZTECA DESIGNS, INC	marketing@aztecadesigns.com
Alvarez Striping Services, LLC	alvarezstriping@yahoo.com
B & B PAVEMENT MARKINGS INC	bbpavementmarkings@yahoo.com
BRAUN & BUTLER CONSTRUCTION INC	estimating@braun-butler.com
BRAZOS BRITE SERVICES, LLC	Debbie@brazosbrite.com
BROS PRESSURE WASHING	john@brospressurewashing.com
CAMPOS ENGINEERING, INC.	accounting-group@camposengineering.com
CDM SMITH INC.	jarmarwalaym@cdmsmith.com
CLARK CONSTRUCTION OF TEXAS	annie@clarkpave.com
CUE CONSTRUCTION SERVICES, LLC	cdillard@cueconstructionservices.com
DKS ASSOCIATES	srh@dksassociates.com
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EISCHEN'S GENERAL CONTRACTING, LLC	tim@egcatx.com
EKO & SONS, LLC	STRIPINGSOLUTION@GMAIL.COM
ESCO HYDROBLASTING	ralphescobedo@yahoo.com
EXCELSIOR SOLUTIONS LLC	Info@Excelsiorsolutionsllc.com
EXPRESS ROAD & CONSTRUCTION, INC.	kirt.tillman@gmail.com
FLASHER LIMITED DBA FLASHER EQUIPMENT C	AmyCraig@flasherequipment.com
FOUR SEASONS COMMERCIAL SERVICES	fourseasonscs1@yahoo.com
HEARTHSIDE DEVELOPMENT CORPORATION	deborah@questami.com
HORN'S CREW TRUCKING	hornscrewhornscrew@yahoo.com
JEREMI & LEONE	dijal.feludu@gmail.com
JIMERSON UNDERGROUND, INC.	alicia@jimerson.net
JM ENGINEERING, LLC	jay@jm-engineer.com
KH CONSULTING & DESIGN, INC.	harshad.patel@khcd.com
KOCUREK LAND IMPROVEMENT, INC	Amanda@KLIearthmovers.com
M2 Federal Inc.	info@m2federal.com
MACBOW TRANSPORT LLC	mauricemacbow@gmail.com
MALTBY BUILDERS, INC.	maltbybuilders@sbcglobal.net
MARQUEE PROPERTY SERVICES LLC	accounting@marqueepropertyservicesllc.com
MLP Ventures Inc.	mlp@att.net
MYERS CONCRETE CONSTRUCTION, LP	clark@myersconcrete.com
NATIONWIDE CURB SERVICE LLC	AMBER@NWCURBS.COM
NECHEMYA CONSTRUCTION	daleth@nechemyasolutions.com

NIXON ENGINEERING LLC	john@nixontraffic.engineering
NTS CONTRACTORS LLC	deann@ntscontractors.com
PILGRIM CONTRACTORS, INC.	elise.carranza@pilgrimcontractorsinc.com
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PRESSURE WASHING SOLUTIONS	Pressurewashingsolutions4you@gmail.com
PRESTIGE BUILDING GROUP LLC	j.botto@prestigebms.com
Prime Time Group Incorporated	kingsley@primetimegroupinc.com
Proseal Services, LLC	emelchor@prosealservice.com
ROJO CCM	jonathan@rojoworks.com
ROYAL E TRANSPORT	royaletransport@hotmail.com
RTM CONSTRUCTION CO., LTD.	tom@rtmconstructionltd.com
Reign Construction	Reign.Construction@outlook.com
Republic Traffic Safety Inc	jay@republictrafficsafety.com
STRIPES & STOPS COMPANY, INC.	atyler@stripesandstops.com
SUPREME POWER WASH	sales@supremepowerwash.com
Smith - Mobley, Inc.	info@smithmobleyinc.com
TEXAS MATERIALS GROUP, INC.	jeremy.hemmings@gc-texas.com
TEXAS PATRIOT CONTRACTING	txpatcont@gmail.com
TITAN MILLING INC.	sara@titanmillinginc.com
TRP CONSTRUCTION GROUP, LLC	robe@trpconstructiongroup.com
TYMCO INC	kaye.morgan@tymco.com
UNITY CONTRACTOR SERVICES, INC	lenzyucs@swbell.net
Valley Striping, Corp	VALLEYSTRIPING@YAHOO.COM
WILSON BUILDING SERVICES, INC.	info@wilsonbuildingservice.com
Willow City Sign & Rail, Inc.	crhoades@willowcity.net
XYPLES, LLC	tokonkwor@xyples.com
Pavement Markings	villerg73@aol.com

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Report Generated: Wednesday, August 16, 2023

Valley Striping CORP Proposal

CONTACT INFORMATION

Company:
Valley Striping CORP

Email:
valleystriping@yahoo.com

Contact:
Guadalupe Salinas

Address:
2708 Mid Valley Dr
Weslaco, TX 78599

Phone:
(956) 432-2444

Website:
www.valleystriping.com

Submission Date:
Aug 9, 2023 3:37 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 31, 2023 1:08 PM by Guadalupe Salinas

Addendum #2
Confirmed Aug 7, 2023 2:10 PM by Guadalupe Salinas

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

2023-29_GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

2023-29_CONFLICT_OF_INTEREST_(2).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

2023-29_LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

2023-29_HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

2023-29_SENATE_BILL_13_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

2023-29_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Scanned_1033.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

2023-29_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Form_1295_Certificate_101085220.pdf

PLEASE UPLOAD YOUR BID BOND. *
2023-29_BID_BOND_.pdf

PRICE TABLES

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF	$0.35	$1,400.00
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF	$0.40	$200.00
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF	$0.85	$425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF	$1.50	$750.00
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF	$3.00	$1,500.00
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA	$45.00	$900.00
7	PAVEMENT SEALER 4"	1,500	LF	$0.25	$375.00
8	PAVEMENT SEALER 8"	600	LF	$0.40	$240.00
9	PAVEMENT SEALER 12"	300	LF	$0.60	$180.00
10	PAVEMENT SEALER 24"	500	LF	$1.20	$600.00
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA	$45.00	$675.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA	$90.00	$900.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF	$0.65	$6,864.00
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF	$0.65	$6,864.00
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF	$0.45	$2,250.00
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF	$0.45	$4,500.00
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF	$1.00	$5,000.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF	$0.45	$4,500.00
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF	$1.00	$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF	$1.80	$38,016.00
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF	$3.90	$41,184.00
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF	$4.00	$400.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA	$125.00	$625.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA	$125.00	$2,500.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA	$125.00	$625.00
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA	$200.00	$1,000.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA	$200.00	$600.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	25	EA	$170.00	$4,250.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA	$200.00	$1,600.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA	$350.00	$2,800.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	4	EA	$210.00	$840.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA	$120.00	$1,800.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA	$90.00	$1,350.00
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$3.00	$1,446.00
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$3.00	$2,376.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA	$2.00	$100.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	4	EA	$165.00	$660.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA	$20.00	$520.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA	$100.00	$2,000.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT	$0.21	$9,450.00
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA	$45.00	$900.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA	$180.00	$3,600.00
45	FIRE LANE MARKINGS	100	EA	$5.00	$500.00
46	12” YELLOW / RED PAINTED CURB	500	LF	$1.25	$625.00
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF	$0.90	$9,000.00
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF	$0.45	$900.00
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA	$65.00	$3,250.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					$182,040.00

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Valley Striping Corp
(Full, correct legal name)

- Address: 2708 Mid Valley Dr Weslaco TX 78599
- Telephone/Fax: 956-432-2444
- Email address: valleystriping@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Weslaco Tx

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument “called,” canceled, or forfeited?
Yes ( ) No ( ).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being “called,” or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

N/A

Date: 08-01-2023

Company/Vendor Name: Valley Striping Corp

Printed Name and Title: Guadalupe Salinas / President

Authorized Signatory:

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 13 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 19 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Guadalupe Salinas, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Valley Striping Corp (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 01 day of August 2023.

By: Jose M Saenz

Notary Public

JOSE M. SAENZ
My Notary ID # 131971632
Expires April 12, 2027

My commission expires 04-12-2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Valley Striping Corp

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Guadalupe L Salinas

Signature of vendor doing business with the governmental entity

08-01-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1053804

Date Filed:
08/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley Striping Corp
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 2023-29
PAVEMENT MARKING IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Guadalupe Salinas, and my date of birth is 02-12-1972.

My address is 6700 N 14th Ln (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 01 day of August (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
Valley Striping Corp.
1616 E. Griffin Parkway
Mission, TX 78572

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W University Dr
Edinburg, TX 78539

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
RFB 2023-29 City of Edinburg pavement markings imprs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 09th day of August, 2023.

Valley Striping, Corp.
(Principal) *(Seal)*
Guadalupe Salinas, President
(Title)

(Witness)

NGM Insurance Company
(Surety) *(Seal)*
Andy Alvarez, Atty-in-Fact
(Title)

(Witness)

Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120635

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 09th day of August, 2023.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Report Generated: Tuesday, August 22, 2023

PAVEMENT MARKINGS, INC Proposal

CONTACT INFORMATION

Company:
PAVEMENT MARKINGS, INC

Email:
villerg37@aol.com

Contact:
CASSANDRA VILLESCAS

Address:
7010 N FM 493
Donna, TX 78537

Phone:
N/A

Website:
N/A

Submission Date:
Aug 14, 2023 1:22 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 14, 2023 12:56 PM by CASSANDRA VILLESCAS

Addendum #2
Confirmed Aug 14, 2023 12:56 PM by CASSANDRA VILLESCAS

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE-2.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST-1.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM-1.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION-1.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Doc_-_Aug_14_2023_-_12-51_PM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

COE_FORM_1295.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

Emailed_Package_L1D-J293211-00_08-14-2023_12-19.PDFPavement_MarkingWORend24(5).pdfPavement_marking_cgl_end_23(16).pdfpavement_marking_BAU_24-1.pdf

PLEASE UPLOAD YOUR BID BOND. *
Pass

COE_BID_BOND.pdf

PRICE TABLES

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF	$0.80	$3,200.00
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF	$0.85	$425.00
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF	$0.90	$450.00
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF	$1.20	$600.00
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF	$4.00	$2,000.00
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA	$60.00	$1,200.00
7	PAVEMENT SEALER 4"	1,500	LF	$0.25	$375.00
8	PAVEMENT SEALER 8"	600	LF	$0.60	$360.00
9	PAVEMENT SEALER 12"	300	LF	$1.20	$360.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	PAVEMENT SEALER 24"	500	LF	$2.00	$1,000.00
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA	$60.00	$900.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA	$90.00	$900.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF	$0.45	$4,752.00
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF	$0.30	$3,168.00
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF	$0.45	$2,250.00
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF	$0.65	$6,500.00
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF	$1.60	$8,000.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF	$0.30	$3,000.00
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF	$2.20	$2,200.00
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF	$1.80	$38,016.00
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF	$5.80	$61,248.00
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF	$6.40	$640.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA	$220.00	$1,100.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA	$220.00	$4,400.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA	$220.00	$1,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA	$440.00	$2,200.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA	$440.00	$1,320.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	25	EA	$240.00	$6,000.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA	$480.00	$3,840.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA	$380.00	$3,040.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	4	EA	$480.00	$1,920.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA	$160.00	$2,400.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA	$90.00	$1,350.00
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$4.80	$2,313.60
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$4.80	$3,801.60
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA	$9.80	$490.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	4	EA	$320.00	$1,280.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA	$28.00	$728.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA	$160.00	$3,200.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT	$0.42	$18,900.00
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA	$3.80	$19,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA	$3.80	$19,000.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA	$80.00	$1,600.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA	$140.00	$2,800.00
45	FIRE LANE MARKINGS	100	EA	$25.00	$2,500.00
46	12” YELLOW / RED PAINTED CURB	500	LF	$1.20	$600.00
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF	$1.20	$12,000.00
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF	$1.20	$2,400.00
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA	$65.00	$3,250.00
TOTAL					$264,077.20

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: PAVEMENT MARKINGS INC
(Full, correct legal name)

- Address: 7010 N FM 493; Donna, TX 78537
- Telephone/Fax: 956-464-0009
- Email address: Villerg37@aol.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Donna, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan F. Villescas or Cassandra Villescas
Address: 7010 N FM 493; Donna, TX 78537
Telephone: 956-464-0009
Fax: -----
Email: Villerg37@aol.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
None

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 8/14/2023

Company/Vendor Name: PAVEMENT MARKINGS INC

Printed Name and Title: Cassandra Villescas Vice President

Authorized Signatory:

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

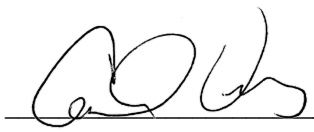
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

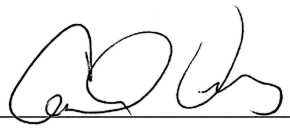
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS INC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

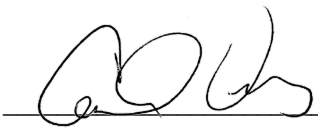
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Cassandra Villescas, being first duly sworn, deposes and says that: *(Name)*

(1) SHe is Vice President of PAVEMENT MARKINGS INC, the Bidder that has submitted the attached Bid; *(Company)*

(2) SHe is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Vice President

Subscribed and sworn to me this 14th day of August 2023

By: Vangie Saenz

Notary Public

VANGIE SAENZ
Notary Public
State of Texas
ID # 129777240
My Comm. Expires 04-07-2026

4/7/2026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1059446

Date Filed:
08/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pavement Markings, Inc
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-29
City Wide Pavement Markings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Cassandra Villescas, and my date of birth is 01/23/1985.

My address is 2700 Xavier Ave (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14TH day of August (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	**CONTACT NAME:** COMMERCIAL DEPARTMENT **PHONE (A/C, No, Ext):** (956)685-1937 **FAX (A/C, No):** (956)702-7556 **E-MAIL ADDRESS:** INFOCL@VIP-INS.NET
INSURED PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Evanston Insurance Co. 35378 **INSURER B :** Hanover Insurance Company **INSURER C :** Texas Mutual Insurance Co 22945 **INSURER D :** Travelers Property Casualty Co **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	L1D-J293211-00	01/22/2023	01/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-1N294071-23	06/16/2023	06/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW9567523	01/22/2023	01/22/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0012522501-23	06/15/2023	06/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City Wide Pavement Markings

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY DRIVE
EDINBURG TX 78541-

CANCELLATION

AI 018402

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

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/15/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0012522501 of Texas Mutual Insurance Company effective on 6/15/23

Issued to: PAVEMENT MARKINGS INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

6/14/23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

When required by written contract or agreement, the insurance provided by endorsement *See Below is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location. Then we will share that other insurance by the method described in **SECTION IV – CONDITIONS,** Paragraph **4. Other Insurance** subparagraph **c. Method Sharing**.

CG2010, CG2037, CG2404

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

 © Insurance Services Office, Inc., 2012

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

 © Insurance Services Office, Inc., 2012

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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Liberty Mutual SURETY

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX0230815

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc., as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto City of Edinburg, as obligee (the "Obligee"), in the penal sum of 5% Greatest Amount Bid Dollars ($ 5%), 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: City Wide Pavement Markings

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 14th day of August, 20 23.

WITNESS / ATTEST

Pavement Markings, Inc.
(Principal)

By: _____ (Seal)
Name: Cassanda Villescas
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact
Andy Alvarez

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7855344

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy Alvarez; Dewey Young; Phil Young

all of the city of San Juan, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of August, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2023.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVEMENT MARKINGS

The **City of Edinburg** (hereinafter called "City"), **and Valley Striping Corp.,** (herein called "Contractor"), entered into an agreement for thermoplastic pavement markings, as required for the City Road improvement projects scheduled for completion.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide concrete services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to perform the work in connection therewith, under the terms of this Agreement and the **Sealed Bid 2023-29** Pavement Markings, and bid forms relating thereto and submitted by contractor all which are and attached as Exhibit "A". This includes Striping (thermoplastic pavement markings), at contractor's own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said task in accordance with the conditions and prices stated as in Exhibit "A" Scope of Work.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
TIME OF PERFORMANCE

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal year 2023-2024, with the contract terminating on September 30, 2024. The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful contractor is satisfactory and the unit prices remain unchanged.

SECTION IV
STANDARD OF PERFORMANCE

A. Contractor shall perform the Services described in Exhibits "A".

B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents and Bid Proposal Form for Sealed Bid #2023-29 stated in Exhibit "A" based on **Unit Prices**.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of

Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

B. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

C. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

D. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

E. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City

policies. Application for Payment will be processed by the Department of Public Works. Payment terms shall be net thirty (30) days from receipt of invoice.

F. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

G. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

H. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors ("Third Party Contractors") to perform aspects of the Project other than the Work under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party

sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XV
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
	$500,000 policy limits

C. Comprehensive General Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 aggregate
-or-	$500,000 combined single limits

D. Comprehensive Auto Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Contractor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XVI
TERMINATION OF CONTRACT

A. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.

B. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

C. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Services.

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

E. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION XVII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making

such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorney's fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services rendered pursuant to the Purchase Order which is the subject matter of the claim. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this

Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by

nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Contractor:

VALLEY STRIPING CORP.
Attn: Guadalupe Salinas
2708 Mid Valley Dr.
Weslaco, TX 78599

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors,

administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any of the other Contract Documents, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulation found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits D & E,

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

VALLEY STRIPING CORP

BY:_____
Guadalupe Salinas
President
2708 Mid Valley Dr.
Weslaco, TX 78599
Phone: (956) 432-2444
Email: valleystriping@yahoo.com

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Bid 2023-29 Notice to Bidders and Bid Form
Exhibit "D" Assurance of Compliance with Civil Rights Requirements
Exhibit "E" Federally Mandated Contract Provisions Appendix II 2 CFR 200

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

VALLEY STRIPING CORP.

BY:_____
Guadalupe Salinas
President
2708 Mid Valley Dr.
Weslaco, Texas, 78599
Phone: (956) 432-2444
Email:valleystriping@yahoo.com

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid Packet #2023-29 & Bid Proposal
Exhibit "D" Assurance of Compliance with Civil Rights Requirements
Exhibit "E" Federally Mandated Contract Provisions Appendix II 2 CFR 200

"EXHIBIT A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVMENT MARKINGS.

EXHIBIT "A" SCOPE OF WORK

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits by using extruded method (handliner) application, "Spray Application Prohibited". All markings must be a least .100 mil thickness and finished with glass beads, 50 lbs per 100 sq.ft of material and/or comply with TXDOT specs for thermoplastic markings. Layouts of pre markings to be provided by awarded contractor for approval by the Director of Public Works.

ITEM	QUANTITY		DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4,000	LF	ELIMINATE EXISTING PAV MRK & MRKS (4")		
2	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (6")		
3	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (8")		
4	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (12")		
5	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (24")		
6	20	EA	ELIMINATE EXISTING PREFAB MRK (WORDS)		
7	1,500	LF	PAVEMENT SEALER 4"		
8	600	LF	PAVEMENT SEALER 8"		
9	300	LF	PAVEMENT SEALER 12"		
10	500	LF	PAVEMENT SEALER 24"		
11	15	EA	ELIMINATE EXISTING PREFAB (SINGLE-ARROWS)		
12	10	EA	ELIMINATE EXISTING PREFAB (DOUBLE-ARROWS)		
13	10,560	LF	REFL PAV MARK TY 1 (YELLOW) 4" (SOLID)		
14	10,560	LF	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)		
15	5000	LF	REFL PAV MARK TY 1 (WHITE) 4" (SOLID) (100MIL)		
16	10,000	LF	REFL PAV MRK TY 1 (WHITE) 6" (SOLID) (100MIL)		
17	5,000	LF	REFL PAV MRK TY 1 (WHITE) 8" (SOLID) (100MIL)		
18	10,000	LF	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)		
19	1,000	LF	REFL PAV MRK TY 1 (WHITE) 8" (DOTTED) (100MIL)		
20	21,120	LF	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) CROWSSWALKS		
21	10,560	LF	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) STOP BAR		
22	100	LF	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) DIAGONAL CROSSHATCH		
23	5	EA	REFL PAV MRK TY B (WHITE) (THRU ARROW)		
24	20	EA	REFL PAV MRK TY B (WHITE) (LEFT ARROW)		

25	5 EA	REFL PAV MRK TY B (WHITE) (RIGHT ARROW)		
26	5 EA	REFL PAV MRK TY B (WHITE) (LEFT DOUBLE ARROW)		
27	3 EA	REFL PAV MRK TY B (WHITE) (RIGHT DOUBLE ARROW)		
28	25 EA	REFL PAV MRK TY B (WHITE) (WORD-ONLY)		
29	8 EA	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD)		
30	8 EA	REFL PAV MRK TY B (WHITE) (WORD - RXR)		
31	4 EA	REFL PAV MRK TY B (WHITE) (WORD-SCHOOL XING)		
32	15 EA	REFL PAV MRK TY B (WHITE) (BICYCLE LANE)		
33	15 EA	REFL PAV MRK TY B (WHITE) (BICYCLE LANE ARROW)		
34	482 EA	REFL PAV MRK TY 1-C ALL COMPLETE IN PLACE		
35	792 EA	REFL PAV MRK TY II-A-A ALL COMPLETE IN PLACE		
36	50 EA	REFL PAV MRK TY II-B-B FIRE HYDRANT MARK		
37	4 EA	REFL PAV MRK TY B (WHITE) (WORD-YIELD)		
38	26 EA	REFL PAV MRK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"x36"		
39	20 EA	REFL PAV MRK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ARROW) EACH WAY		
40	45,000 SF	EMULSIFIED ASHALT SEALCOAT (2 APPLICATIONS)		
41	5,000 EA	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS		
42	5,000 EA	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS		
43	20 EA	HANDICAP SYMBOL (TRAFFIC PAINT)		
44	20 EA	HANDICAP SYMBOL (THERMOPLASTIC)		
45	100 EA	FIRE LANE MARKINGS		
46	500 LF	12" YELLOW / RED PAINTED CURB		
47	10,000 LF	ASPHALT CRACK SEALING AS PER SPECIFICATION (09105) (CLEAN, ROUT JOINTS/CRACKS, AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL		
48	2,000 LF	4" WIDE WHITE/YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED		
49	50 EA	CONCRETE WHEEL STOPS / 3500 PSI 6' L x 9 ¼" W x 5 ¾" H x (2) ¾" DIA HOLES		

"EXHIBIT A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVMENT MARKINGS. Cont.

Estimated Quantities are approximate and may increase or decrease dependent on availability of funds and are subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding. The Contractor will be awarded on a unit price only. Contractor shall not expect payment on full "Estimated Quantities" unless they are used. Payment(s) will only be based on installed quantities.

"EXHIBIT B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVMENT MARKINGS.

CERTIFICATE OF INSURANCE

VALLSTR-07 LMILLSAPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jannet Castaneda
Hub International Insurance Services 121 Pecan Blvd Mc Allen, TX 78501	PHONE (A/C, No, Ext): (956) 630-4013 FAX (A/C, No): (956) 630-4015 E-MAIL ADDRESS: jannet.castaneda@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Northfield Insurance Company	27987
INSURER B : Starstone National Insurance Company	25496
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Valley Striping Corp
1616 E. Griffin Pkwy Ste 143
Mission, TX 78572

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			WH011576	5/3/2023	5/3/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			88048O234ALI	5/3/2023	5/3/2024	AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		0001176217	1/25/2023	1/25/2024	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

City of Edinburg
1201 N. Doolittle Road
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

Raul Cabazos III

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)
(Includes Products-Completed Operations When Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect;

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization; and

c. Subject to the following limitations and conditions on the insurance provided to such additional insured:

(1) If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE.**

(2) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the written contract or agreement requires you to provide such coverage or the end of the policy period, whichever is earlier.

(4) The insurance provided to such additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the written contract or agreement requires that the insurance provided under this Coverage Part apply on a primary basis or a primary and non-contributory basis, then this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But, the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

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(5) The additional insured must comply with the following duties:

(a) Give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:

(i) How, when and where the "occurrence" took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the "occurrence".

(b) If a claim is made or "suit" is brought against the additional insured:

(i) Immediately record the specifics of the claim or "suit" and the date received; and

(ii) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(c) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(d) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the written contract or agreement.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/25/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001176217 of Texas Mutual Insurance Company effective on 1/25/23

Issued to: VALLEY STRIPING CORP

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

1/12/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

"EXHIBIT C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVMENT MARKINGS.

REQUEST FOR BIDS

2023-29

CITY WIDE PAVEMENT MARKINGS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 15, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

City Wide Pavement Markings

I. Introduction.....

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A - Special Specification Template - 2003 format

B - Sample Agreement

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for City Wide Pavement Markings to apply thermoplastic markings within the city limits.

1.2. Contact Information

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Edinburg, TX 78541
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Phone: (956) 388-8210 Ext: 1413

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.3. Timeline

Release Project Date	July 21, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 28, 2023, 1:30pm Join Zoom Meeting https://cityofedinburg.zoom.us/j/81967845364?pwd=ZC8wNlkzZHRGNFlMRHk3ZjFRS0RDQT09 Meeting ID: 819 6784 5364 Passcode: 685815 One tap mobile +13462487799,,81967845364#,,,,*685815# US (Houston) +12532158782,,81967845364#,,,,*685815# US (Tacoma) Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 719 359 4580 US • +1 253 205 0468 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US Meeting ID: 819 6784 5364 Passcode: 685815
Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 15, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for City Wide Pavement Markings

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 15, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 15, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-29" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: City Wide Pavement Markings

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the City Wide Pavement Markings as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. SPECIFICATIONS

4.1. CITY WIDE STRIPING AND MARKINGS

All markings shall be applied in an extruded method using a push behind hand liner applicator or an approved equal and require a sealer application before striping. The thermoplastic application shall have a .100 mil thickness finished with glass beads to meet

TXDOT specifications for thermoplastic markings. The City of Edinburg is requiring installation of PAVEMENT MARKINGS to various job sites located within the City of Edinburg limits within 24 to 48 hours of request.

Contractor MUST PROVIDE for any necessary traffic control required to perform the work.

4.2. SCOPE OF WORK

The City of Edinburg Public Works Department is requesting to apply thermoplastic markings within the city limits by using extruded method (handliner) application, "Spray Application Prohibited". All markings must be a least .100 mil thickness and finished with glass beads, 50 lbs per 100 sq.ft of material and/or comply with TXDOT specs for thermoplastic markings. Layouts of pre markings to be provided by awarded contractor for approval by the Director of Public Works.

4.3. EXTRUDED THERMOPLASTIC PAVEMENT MARKINGS

PART 1 GENERAL

1.01 DESCRIPTION

A. This item of work shall consist of furnishing and placing extruded thermoplastic pavement marking material at locations shown on the plans or as directed buy the Engineer.

B. When applied properly and at the designated thickness and width the markings shall, upon cooling, be reflectorized and able to resist deformation by traffic. The applied material shall be impervious to degradation.

4.4. PART 2 PRODUCTS

2.01 MATERIALS

A. All materials furnished shall be in accordance with DMS-8220, "Hot Applied Thermoplastic"

B. The thermoplastic material shall be homogenously composed of pigment, filler, resins, and glass reflectorizing beads.

4.5. PART 3 EXECUTION

3.01 APPLICATION

A. All material placement shall be in accordance with the material manufacturer's instructions, unless otherwise directed in writing by the Engineer. In addition to the manufacturer's instructions, place materials in accordance with the weather, moisture and temperature requirements of this Item.

B. Placement Limitations:

1. Weather: Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

2. Moisture: Apply material to pavement that is completely dry. Pavement will be considered dry if, on a sunny day after 15 min., no condensation occurs on the underside of a 1-ft.-square piece of clear plastic that has been placed on the pavement and weighted on the edges.

3. Temperature: Follow pavement and ambient air temperature requirements recommended by the material manufacturer. If the material manufacturer establishes no temperature requirements, do not place material if the pavement temperature is below 60°F or above 120°F.

C. Surface Preparation: The contractor shall be responsible for pre-marking all the work. Outline/pre-mark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer. Prepare surface by any approved cleaning method that effectively removes contaminants, loose materials, and conditions deleterious to proper adhesion. Prepare surfaces further after cleaning by sealing or priming as recommended by the pavement marking material manufacturer or as directed. Use adhesive, when required, of the type and quality recommended by the pavement marking material manufacturer.

D. Performance Requirements:

1. Adhesion: Markings do not lift, shift, smear, spread, flow, or tear by traffic action.

2. Appearance: Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.

3. Visibility: Markings have uniform and distinctive retro-reflectance when inspected in accordance with Tex-828-B.

E. Performance Period: All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

3.02 APPLICATION

A. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

B. Apply markings on pavement surfaces that are clean, completely dry and passes the following test:

* Place a sample of the thermoplastic material on a piece of tarpaper placed on the pavement. Allow material to cool to ambient temperature and

then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the

tarpaper.

C. The thermoplastic markings shall not be installed over a longitudinal joint, **temporary tabs** or seams.

D. The contractor shall be responsible for pre-marking all the work. Outline/Premark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer.

E. Any changes in the alignment of markings that do not correspond to the plans must be approved by the Engineer.

F. Finished markings must have well-defined edges and lateral deviation shall not exceed more than 1 inch per 200 feet; free of abrupt deviations and must meet the requirements of TEX-828-B.

4.6. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by the linear foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

B. The quantity to be paid is the quantity installed and approved as shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

C. When not listed as a separate bid item, removal of temporary tabs shall be considered incidental work.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.7. RAISED PAVEMENT MARKINGS

PART 1 GENERAL
1.01 DESCRIPTION

A. This item of work shall consist of furnishing and installing raised pavement markers of the Types shown on the plans.

1.02 REFERENCES (The latest edition of the referenced item below shall be used.)

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
672 "Raised Pavement Markers."

C. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
678 "Pavement Surface Preparation for Markings".

D. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4100, Juggle Bar Tiles.

E. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4200, Raised Markers (Reflectorized).

F. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4300, Traffic Buttons.

G. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6100, Epoxies and Adhesives.

H. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6130, Bituminous Adhesives for Pavement Markers.

I. Texas Department of Transportation (TxDOT) Test Procedure TEX-828-B.

4.8. PART 2 PRODUCTS

2.01 MATERIALS

A. Raised Markers. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

*Reflectorized Pavement Markers. DMS-4200, "Pavement Markers (Reflectorized)," types I-A, I-C, I- R, II-A-A, II-B-B, and II-C-R.

The following are descriptions for each type of raised pavement marker:

- **Type I-A:** Type I-A must contain an approach face that retro-reflects amber light. The body other than the retro-reflective face must be yellow.

- **Type I-C:** Type I-C must contain an approach face that retro-reflects white light. The body, other than the retro-reflective face must be white or silver-white.

- **Type I-R**: Type I-R must contain a trailing face that retro-reflects red light. The body, other than the retro-reflective face must be white or silver-white.

- **Type II-A-A:** Type II-A-A must contain two retro-reflective faces (approach and trailing) each that retro-reflect amber light. The body, other than the retro-reflective faces, must be yellow.

- **Type II-B-B:** Type II-B-B must contain two retro-reflective faces (approach and trailing) each that retro-reflect blue light. The body, other than the retro-reflective faces, must be blue (Fire Hydrant Markings).

- **Type II-C-R**: Type II-C-R must contain two retro-reflective faces, an approach face that retro- reflects white light and a trailing face that retroreflects red light. The body, other than the retro- reflective faces, must be white or silver-white.

B. Traffic Button. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

***DMS-4300**: "Traffic Buttons"

The following are descriptions for each type of Traffic Button:

***Type W:** Type W has a white body and no reflective faces.

***Type Y**: Type Y has a yellow body and no reflective faces.

C. Jiggle Bar Tiles. Furnish Jiggle Bar Tiles meeting the requirements of the following Material Specifications:

***DMS-4100**: "Jiggle Bar Tiles"

***DMS-6100**: "Epoxies and Adhesives."

***DMS-6130:** "Bituminous Adhesive for Pavement Marker

4.9. PART 3 EXECUTION

3.01 GENERAL

A. All work shall be done in accordance with the Contract, Specifications, Drawings, TMUTCD, manufacturer recommendations, and industry standards. In the event that one requirement conflicts with another the more stringent requirement shall be followed, unless directed otherwise by the ENGINEER.

B. The contractor shall obtain approval of the sequencing of the work and estimate the daily production.

C. If the roadway is currently open to traffic, the placement of markings shall minimally interfere with the operations of the roadway.

D. Use traffic control as shown on the plans and/or as directed by the ENGINEER.

4.10. 3.02 SURFACE PREPARATION

A. Prepare the pavement surface for the pavement markings as recommended by the manufacturer, TxDOT Item 678, show on the Drawings, and/or as directed by the ENGINEER.

B. Ensure that the bond surfaces are free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings, and any other material that would adversely affect the adhesive bond.

C. Remove all debris and loose material from pavement surface by sweeping, air blasting, or as recommended by the manufacturer, indicated on the plans or by the ENGINEER.

4.11. 3.03 ALIGNMENT & POSITIONING

A. Establish pavement marking guides to mark the lateral location of raised pavement markers as shown on the plans and as directed. Do not make permanent marks on the roadway for the guides.

B. Furnish raised pavement Markers for each class from the same manufacturer. Place raised pavement markers on the new asphaltic concrete surface or surface treatment only after the new surface has aged at least 14 days.

C. Place raised pavement markers in proper alignment with the guides. Acceptable placement deviations are shown on the plans.

D. Alignment and positioning of pavement markers shall be such that the reflective faces are aligned for proper visibility:

1.Type II: Markers shall be positioned so that the direction of reflection of the (1) face shall be directly opposite to the direction of flection of the

other face and be visible to the intended traffic.

2. Type I-C: Markers shall have clear reflector face towards traffic.

3. Type II C-R: Markers shall have the clear face toward the normal traffic flow and the red face towards wrong-way traffic.

E. Pavement markers placed in broken lines shall be placed in line with and midway between the stripes.

F. All pavement markers not placed in accordance with the Plans or as directed by the ENGINEER shall be removed by the CONTRACTOR at their

expense.

4.12. 3.04 APPLICATION

A. Use the following adhesive materials for placement of raised pavement markers unless otherwise shown on the plans:

*Epoxy adhesive for plowable reflectorized pavement markers.

*Bituminous adhesive for jiggle bar tile; reflectorized pavement markers described in DMS-4200, "Pavement Markers (Reflectorized)"; and traffic buttons on bituminous pavements.

*Epoxy adhesive for jiggle bar tile, reflectorized pavement markers described in DMS-4200, and traffic buttons on hydraulic cement concrete pavements.

B. Apply adhesives in sufficient quantity to ensure that 100% of the bonding area of raised pavement markers is in contact with the adhesive, and that raised pavement markers, except for plowable markers, are seated on a continuous layer of adhesive and not in contact with the pavement surface.

C. Apply adhesives in accordance with manufacturer's recommendations unless otherwise required by this specification. Apply bituminous adhesive only when pavement temperature and raised pavement marker temperature are 40°F or higher. Do not heat bituminous adhesive above 400°F. Agitate bituminous adhesive to ensure even heat distribution.

D. Furnish raised pavement markers free of rust, scale, dirt, oil, grease, moisture, and contaminants that might adversely affect the adhesive bond. Place raised pavement markers immediately after the adhesive is applied and ensure proper bonding. Do not use adhesives or any other material that impairs the functional retro-reflectivity of the raised pavement markers.

4.13. 3.05 REMOVING EXISTING RAISED PAVEMENT MARKINGS

A. Equipment.

1. Furnish and maintain equipment in good working condition.

2. Equipment shall be able to eliminate markings on concrete and asphaltic surfaces in such a manner that the color and texture of the pavement surface will be held to a minimum.

3. Air Blasting Equipment: Use moisture and oil traps to remove all contaminants from blasting air and prevent disposition of moisture, oil, or other contaminants on the roadway surface.

B. Marking Removal. Method of removal may be completed by any of the following:

1. Asphaltic Surfaces

I. Surface Treatment Method:

*Apply surface treatment material at a rate shown on the Plans, as per manufacturers recommendations or as instructed by the ENGINEER.

*Place a surface treatment a minimum of 2ft wide to cover the existing marking.

*Place a surface treatment thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic occur or as directed by the ENGINEER.

*All excess material & residue shall be removed completely and disposed of properly in accordance with local, state, and federal regulations.

II. Burn Method:

*Use an approved burning method

*For thermoplastic or prefabricated pavement markings, heat may be applied to remove the bulk of the material prior to blast cleaning. When using heat, avoid spalling pavement surface.

*Sweeping or light blast cleaning may be used to remove minor residue.

III. Blasting Method:

*Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

IV. Mechanical Method:

*Use any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

2. Concrete Surfaces

I. Blasting Method:

*Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

II. Mechanical Method:

*Use any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

4.14. 3.06 CLEAN UP

A. At all times, the project site shall be kept free of all unnecessary traffic hazards.

B. Upon completion of the work, the CONTRACTOR shall remove all rubbish from the work site, and shall clean and restore the area to a manner acceptable to the ENGINEER.

C. All damage done by the CONTRACTOR throughout the project limits and duration of work must be repaired.
D. Before acceptance, the work site must be neat and in a presentable condition throughout.
E. Disposal of materials shall be the responsibility of the CONTRACTOR and completed in accordance to local, state, and federal regulations.

4.15. 3.07 PERFORMANCE REQUIREMENTS

A. Adhesion. Installed pavement markings shall adhere to the pavement sufficiently to prevent lifting, shifting, smearing, spreading, flowing or tearing by traffic.

B. Appearance. In addition to complying with all requirements listed herein, pavement markings shall present a neat, uniform appearance, and shall be free of unsightly conditions caused by spread of excess adhesive.
C. Visibility. The pavement markings shall have uniform and distinctive retro reflectivity when observed in accordance with TxDOT TEX-828-B.
D. Observation Period. All material, workmanship and labor furnished shall be covered by manufacturers guarantee and/or warranty for a period of twelve (12) months commencing on final delivery date of materials.

4.16. 3.08 PERFORMACE PERIOD

A. All markings and replacement markings that fail to meet all requirements of this specification and TEX-828-B for a minimum of thirty (30) calendar days after installation shall be replaced by the CONTRACTOR at his expense.

4.17. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by each raised pavement marker of the Type indicated on the bid proposal.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.18. Special Specification 3278 Seal Coat

Please refer to the Attachments section, Attachment A

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign House Bill 89 and upload here**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.11. Please upload your bid bond. **

*Response required

6. PRICING PROPOSAL

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF		
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF		
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF		
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF		
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF		
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA		
7	PAVEMENT SEALER 4"	1,500	LF		
8	PAVEMENT SEALER 8"	600	LF		
9	PAVEMENT SEALER 12"	300	LF		
10	PAVEMENT SEALER 24"	500	LF		
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA		
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA		
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF		
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF		
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF		
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF		
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF		
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF		
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF		
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF		
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF		
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA		
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA		
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA		
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA		
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA		
28	REFL PAV MRK TY B (WHITE) (WORD-ONLY).	25	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA		
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA		
31	REFL PAV MRK TY B (WHITE) (WORD-SCHOOL XING).	4	EA		
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA		
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA		
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA		
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA		
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA		
37	REFL PAV MRK TY B (WHITE) (WORD-YIELD).	4	EA		
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA		
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA		
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT		
41	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA		
42	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA		
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA		
45	FIRE LANE MARKINGS	100	EA		
46	12" YELLOW / RED PAINTED CURB	500	LF		
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF		
48	4" WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF		
49	CONCRETE WHEEL STOPS / 3500 PSI 6' L x 9 ¼" W x 5 ¾" H x (2) ¾" DIA HOLES	50	EA		
TOTAL					

968-61 - Pavement Marking Services, Including Removal of Markings	
Company Name	Email
1DZ ENTERPRISE LLC	debbiegarc20@gmail.com
A & A Cable Contractors, Inc.	aflores@aacable.com
A&V CASUALTY, LLC	fombonan@yahoo.com
AAA POWERWASH INC.	adam@houstonpressurewash.com
ACUMEN ENTERPRISES, INC.	wayne@acumen-enterprises.com
AG3 GROUP, LLC	agonzalez@ag3-group.com
AJ COMMERCIAL SERVICES, INC.	ravalos@ajcommserv.com
ALAMO CITY CONSTRUCTORS, INC.	greg@alamocityconstructors.com
AMEN 2 PRESSURE WASHING	hfdfirefighterett@gmail.com
AUS-TEX SANDBLASTING & COATINGS, INC	navellgarcia@yahoo.com
AZTECA DESIGNS, INC	marketing@aztecadesigns.com
Alvarez Striping Services, LLC	alvarezstriping@yahoo.com
B & B PAVEMENT MARKINGS INC	bbpavementmarkings@yahoo.com
BRAUN & BUTLER CONSTRUCTION INC	estimating@braun-butler.com
BRAZOS BRITE SERVICES, LLC	Debbie@brazosbrite.com
BROS PRESSURE WASHING	john@brospressurewashing.com
CAMPOS ENGINEERING, INC.	accounting-group@camposengineering.com
CDM SMITH INC.	jarmarwalaym@cdmsmith.com
CLARK CONSTRUCTION OF TEXAS	annie@clarkpave.com
CUE CONSTRUCTION SERVICES, LLC	cdillard@cueconstructionservices.com
DKS ASSOCIATES	srh@dksassociates.com
ECHOLS ENVIRONMENTAL COMPANY, LLC	echolsenvironmental@gmail.com
EISCHEN'S GENERAL CONTRACTING, LLC	tim@egcatx.com
EKO & SONS, LLC	STRIPINGSOLUTION@GMAIL.COM
ESCO HYDROBLASTING	ralphescobedo@yahoo.com
EXCELSIOR SOLUTIONS LLC	Info@Excelsiorsolutionsllc.com
EXPRESS ROAD & CONSTRUCTION, INC.	kirt.tillman@gmail.com
FLASHER LIMITED DBA FLASHER EQUIPMENT C	AmyCraig@flasherequipment.com
FOUR SEASONS COMMERCIAL SERVICES	fourseasonscs1@yahoo.com
HEARTHSIDE DEVELOPMENT CORPORATION	deborah@questami.com
HORN'S CREW TRUCKING	hornscrewhornscrew@yahoo.com
JEREMI & LEONE	dijal.feludu@gmail.com
JIMERSON UNDERGROUND, INC.	alicia@jimerson.net
JM ENGINEERING, LLC	jay@jm-engineer.com
KH CONSULTING & DESIGN, INC.	harshad.patel@khcd.com
KOCUREK LAND IMPROVEMENT, INC	Amanda@KLIearthmovers.com
M2 Federal Inc.	info@m2federal.com
MACBOW TRANSPORT LLC	mauricemacbow@gmail.com
MALTBY BUILDERS, INC.	maltbybuilders@sbcglobal.net
MARQUEE PROPERTY SERVICES LLC	accounting@marqueepropertyservicesllc.com
MLP Ventures Inc.	mlp@att.net
MYERS CONCRETE CONSTRUCTION, LP	clark@myersconcrete.com
NATIONWIDE CURB SERVICE LLC	AMBER@NWCURBS.COM
NECHEMYA CONSTRUCTION	daleth@nechemyasolutions.com

NIXON ENGINEERING LLC	john@nixontraffic.engineering
NTS CONTRACTORS LLC	deann@ntscontractors.com
PILGRIM CONTRACTORS, INC.	elise.carranza@pilgrimcontractorsinc.com
PRESSURE WASHING AMERICA, LLC	propressurewashing@gmail.com
PRESSURE WASHING SOLUTIONS	Pressurewashingsolutions4you@gmail.com
PRESTIGE BUILDING GROUP LLC	j.botto@prestigebms.com
Prime Time Group Incorporated	kingsley@primetimegroupinc.com
Proseal Services, LLC	emelchor@prosealservice.com
ROJO CCM	jonathan@rojoworks.com
ROYAL E TRANSPORT	royaletransport@hotmail.com
RTM CONSTRUCTION CO., LTD.	tom@rtmconstructionltd.com
Reign Construction	Reign.Construction@outlook.com
Republic Traffic Safety Inc	jay@republictrafficsafety.com
STRIPES & STOPS COMPANY, INC.	atyler@stripesandstops.com
SUPREME POWER WASH	sales@supremepowerwash.com
Smith - Mobley, Inc.	info@smithmobleyinc.com
TEXAS MATERIALS GROUP, INC.	jeremy.hemmings@gc-texas.com
TEXAS PATRIOT CONTRACTING	txpatcont@gmail.com
TITAN MILLING INC.	sara@titanmillinginc.com
TRP CONSTRUCTION GROUP, LLC	robe@trpconstructiongroup.com
TYMCO INC	kaye.morgan@tymco.com
UNITY CONTRACTOR SERVICES, INC	lenzyucs@swbell.net
Valley Striping, Corp	VALLEYSTRIPING@YAHOO.COM
WILSON BUILDING SERVICES, INC.	info@wilsonbuildingservice.com
Willow City Sign & Rail, Inc.	crhoades@willowcity.net
XYPLES, LLC	tokonkwor@xyples.com
Pavement Markings	villerg73@aol.com

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541
(956) 388-1895

ADDENDA REPORT
NTB-ITEMS No. 2023-29
City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Tuesday, August 22, 2023

Addenda Issued:

Addendum #1

Jul 28, 2023 4:39 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

Please see the attached spreadsheet which indicates the changes made to the pricing proposal in section 6.

Addendum #2

Aug 7, 2023 8:24 AM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

The following question has been added to section 5. Vendor Questionnaire: **1.11 Please upload your bid bond.**

The Bid Opening will be changed from Tuesday, August 8, 2023 at 3:00 p.m. to **Tuesday, August 15, 2023 at 3:00 p.m.**

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Jul 31, 2023 1:08 PM	Guadalupe Salinas

PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Aug 7, 2023 2:10 PM	Guadalupe Salinas
PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Report Generated: Tuesday, August 22, 2023

Valley Striping CORP Proposal

CONTACT INFORMATION

Company:
Valley Striping CORP

Email:
valleystriping@yahoo.com

Contact:
Guadalupe Salinas

Address:
2708 Mid Valley Dr
Weslaco, TX 78599

Phone:
(956) 432-2444

Website:
www.valleystriping.com

Submission Date:
Aug 9, 2023 3:37 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 31, 2023 1:08 PM by Guadalupe Salinas

Addendum #2
Confirmed Aug 7, 2023 2:10 PM by Guadalupe Salinas

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

2023-29_GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

2023-29_CONFLICT_OF_INTEREST_(2).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

2023-29_LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

2023-29_HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

2023-29_SENATE_BILL_13_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

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1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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- SENATE_BILL_19_VERIFICATION...

2023-29_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Scanned_1033.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

2023-29_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

Form_1295_Certificate_101085220.pdf

PLEASE UPLOAD YOUR BID BOND. *
Pass

2023-29_BID_BOND_.pdf

PRICE TABLES

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF	$0.35	$1,400.00
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF	$0.40	$200.00
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF	$0.85	$425.00
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF	$1.50	$750.00
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF	$3.00	$1,500.00
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA	$45.00	$900.00
7	PAVEMENT SEALER 4"	1,500	LF	$0.25	$375.00
8	PAVEMENT SEALER 8"	600	LF	$0.40	$240.00
9	PAVEMENT SEALER 12"	300	LF	$0.60	$180.00
10	PAVEMENT SEALER 24"	500	LF	$1.20	$600.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA	$45.00	$675.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA	$90.00	$900.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF	$0.65	$6,864.00
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF	$0.65	$6,864.00
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF	$0.45	$2,250.00
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF	$0.45	$4,500.00
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF	$1.00	$5,000.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF	$0.45	$4,500.00
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF	$1.00	$1,000.00
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF	$1.80	$38,016.00
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF	$3.90	$41,184.00
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF	$4.00	$400.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA	$125.00	$625.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA	$125.00	$2,500.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA	$125.00	$625.00
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA	$200.00	$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA	$200.00	$600.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	25	EA	$170.00	$4,250.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA	$200.00	$1,600.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA	$350.00	$2,800.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	4	EA	$210.00	$840.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA	$120.00	$1,800.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA	$90.00	$1,350.00
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$3.00	$1,446.00
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$3.00	$2,376.00
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA	$2.00	$100.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	4	EA	$165.00	$660.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA	$20.00	$520.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA	$100.00	$2,000.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT	$0.21	$9,450.00
41	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00
42	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA	$45.00	$900.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA	$180.00	$3,600.00
45	FIRE LANE MARKINGS	100	EA	$5.00	$500.00
46	12" YELLOW / RED PAINTED CURB	500	LF	$1.25	$625.00
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF	$0.90	$9,000.00
48	4" WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF	$0.45	$900.00
49	CONCRETE WHEEL STOPS / 3500 PSI 6' L x 9 ¼" W x 5 ¾" H x (2) ¾" DIA HOLES	50	EA	$65.00	$3,250.00
TOTAL					$182,040.00

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Valley Striping Corp
(Full, correct legal name)

- Address: 2708 Mid Valley Dr Weslaco TX 78599
- Telephone/Fax: 956-432-2444
- Email address: valleystriping@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Weslaco Tx

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No ( ).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

N/A

Date: 08-01-2023

Company/Vendor Name: Valley Striping Corp

Printed Name and Title: Guadalupe Salinas / President

Authorized Signatory:

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 13 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 19 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

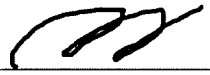
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Guadalupe Salinas, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Valley Striping Corp (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 01 day of August 2023.

By: Jose M Saenz

Notary Public

JOSE M. SAENZ
My Notary ID # 131971632
Expires April 12, 2027

My commission expires 04-12-2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Valley Striping Corp

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Guadalupe L Salinas

Signature of vendor doing business with the governmental entity

08-01-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

"EXHIBIT D" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVMENT MARKINGS.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provided. Contractor acknowledges and agrees that it must require any sub- grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub- grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract o

"EXHIBIT E" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP FOR PAVMENT MARKINGS.

FEDERALLY MANDATED CONTRACT PROVISIONS APPENDIX II 2 CFR 200

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers

must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, **20**_____(which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City of Edinburg 415 W. University Drive Edinburg, TX 78539	Address for giving notices: _____ _____ _____
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*
Address: 415 W. University Dr. Edinburg, TX 78539	Address: _____ _____
Phone: _____ Email: _____ Approve as to form _____	Phone: _____ Email: _____ License No: _____ *(where applicable)*
Name / Title: _____	State: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1053804

Date Filed:
08/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley Striping Corp
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB 2023-29
PAVEMENT MARKING IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Guadalupe Salinas, and my date of birth is 02-12-1972.

My address is 6700 N 14th Ln (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 01 day of August (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
Valley Striping Corp.
1616 E. Griffin Parkway
Mission, TX 78572

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W University Dr
Edinburg, TX 78539

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
RFB 2023-29 City of Edinburg pavement markings imprs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 09th day of August, 2023.

Valley Striping, Corp.

(Principal) *(Seal)*

Guadalupe Salinas, President
(Title)

(Witness)

NGM Insurance Company

(Surety) *(Seal)*

Andy Alvarez, Atty-in-Fact
(Title)

Attorney-in-Fact

(Witness)

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

68-9008 03/2015

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.H.
Consider Rejecting Bid No. 2023-27, Annual Concrete Services

1. Agenda Item:

Consider Rejecting Bid No. 2023-27, Annual Concrete Services. [Vincent A. Romero, CPM, Director of Public Works]

2. Description:

On August 8, 2023, bids were opened for Bid No. 2023-27, for Annual Concrete Services to Install/Replace Sidewalks, Curb & Gutters, Headwalls, Valley Gutters and ADA compliant Handicap Ramps. Three (3) bids were received and opened. After review and tabulation, staff recommends rejecting Bid No. 2023-27, Annual Concrete Services, due to some of the concrete work that will be utilized for the 2023-2024 Street Improvements which is federally funded through ARPA. All federally funded projects must follow Federal Guidelines that were not requested within this bid.

Below is the list of vendors who responded to the bid:

Vendor	Amount
Dos Hermanos Construction, LLC	$2,174.00
Artillery Construction, LLC	$5,144.00
EKLE Construction, LLC	$7,241.00

This Service Contract is for Annual Concrete Services to Install/Replace Sidewalks, Curb & Gutters, Headwalls, Valley Gutters and ADA compliant Handicap Ramps as needed throughout the city. The services will be utilized for the Street Improvement Program. The FY 2023-2024 Street Improvement Program is financed with ARPA federal funding, which requires ARPA language requirements that were not included in the bid.

Staff requests City Council approval to rebid the item to meet ARPA requirements. This ARPA documentation will be included in the new bid solicitation and in the executed contract. The qualified service provider will also need to be registered with SAM and have an UEI number.

Funding is available through the 2023-2024 Fiscal Year Budget and ARPA federal funding.

3. Staff's Recommendation:

Approve Rejecting Bid No. 2023-27, Annual Concrete Services and rebid the item.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. Bid Tabulation 2023-27 Annual Concrete Service

THE CITY OF Edinburg

BID 2023-27 - Annual Concrete Service
Opening Date: Tuesday, August 8, 2023 3:00 p.m.

			Bidders:	Artillery LLC	Dos Hermanos Construction, LLC	EKLE Construction LLC
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	**Unit Cost**
1	20" Curb and Gutter - New Installation	1	L.F.	$35.00	$18.50	$47.00
2	20" Curb and Gutter - Remove & Replace	1	L.F.	$40.00	$22.50	$62.00
3	18" Curb and Gutter - New Installation	1	L.F.	$35.00	$18.00	$44.00
4	18" Curb and Gutter - Remove & Replace	1	L.F.	$40.00	$22.00	$58.00
5	6' Valley Gutter - New Installation	1	L.F.	$72.00	$56.00	$75.00
6	6' Valley Gutter - Remove & Replace	1	L.F.	$84.00	$60.00	$102.00
7	3' Valley Gutter - New Installation	1	L.F.	$40.00	$28.00	$54.00
8	3' Valley Gutter - Remove & Replace	1	L.F.	$48.00	$32.00	$87.00
9	18" Valley Gutter - New Installation	1	L.F.	$35.00	$18.00	$44.00
10	18" Valley Gutter - Remove & Replace	1	L.F.	$40.00	$22.00	$58.00
11	4' Sidewalk - New Installation	1	L.F.	$32.00	$44.00	$182.00
12	4' Sidewalk - Remove & Replace	1	L.F.	$36.00	$60.00	$209.00
13	5' Sidewalk - New Installation	1	L.F.	$40.00	$55.00	$195.00
14	5' Sidewalk - Remove & Replace	1	L.F.	$45.00	$71.00	$222.00
15	6" Reinforced,3000 PSI Concrete,w/#4 Rebar 18" O.C. - New Installation	1	SQ.YD.	$117.00	$157.50	$765.00
16	6" Reinforced, 3000 PSI Concrete w/#4 Rebar 18" O.C - Remove & Replace	1	SQ.YD.	$135.00	$193.50	$967.00
17	6" Reinforced, 4000 PSI Concrete/#4 Rebar 18" O.C. - New Installation	1	SQ.YD.	$126.00	$180.00	$874.00
18	6" Reinforced 4000 PSI Concrete,w/#4 Rebar 18" O.C - Remove & Replace	1	SQ.YD	$144.00	$216.00	$1,077.00
19	ADA Compliant Handicapped Ramps - New Installation	1	EACH	$1,800.00	$400.00	$931.00
20	ADA Compliant Handicapped Ramps - Remove & Replace	1	EACH	$2,200.00	$500.00	$1,188.00

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.I.
Purchase of One Gorman Rupp Pump

1. **Agenda Item:**
Consider Authorizing the Purchase of One (1) Gorman Rupp Diesel Driven Pump from Precision Pump Systems Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed $83,475.26. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas InterlocalPurchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

This new Gorman Rupp Pump will allow for bypassing to take place in case of an emergency within the sewer infrastructure. The warranty period on the pump is 5 years and 3 years for the engine. The estimated timeline for the delivery date is 8–10 weeks after a purchase order has been issued.

Funding is available within the Fiscal Year 2021-2022 Capital Lease Program.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of One (1) Gorman Rupp Diesel Driven Pump from Precision Pump Systems Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed $83,475.26.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Final Approval - 12/1/2023

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Attachment A: Buyboard Proposal
B. Attachment B: Warranty

PRECISION PUMP SYSTEMS

3908 East Richardson Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: CITY OF EDINBURG
Project: T8 DIESEL DRIVEN GORMAN RUPP
Contact ARTURO

Date: 11/07/2023
Note No. PD231115
Page:1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in Precision Pump Systems (PPS) to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included GORMAN RUPP DIESEL DRIVEN MODEL T8A60S-F6L 8-10 WEEKS LEAD TIME
SUCTION HOSE 6" BLACK WATER HOSE 25FT MALE AND FEMALE ALUM CAMLOCKS CRIMPED
DISCHARGE HOSE 100FT 6" MALE AND FEMALE ALUM CAMLOCKS

Net Price: $ 83,475.26

Freight Included

NOTES/EXCEPTIONS:
Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately ____weeks after receipt of approved submittal drawings. Please note lead time is estimated at time of quote and may differ at time of order. Submittals can be furnished approximately ____weeks after receiving acceptable purchase order. Quote is valid for 60 days from original date.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS
M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221

WARRANTY COVERAGE

GORMAN-RUPP PUMPS

The Pump People®

EXTENT AND DURATION OF WARRANTY

COVERAGE

Gorman-Rupp Pumps (herein referred to as "Gorman-Rupp") warrant that its products and parts shall be free from defects in material and workmanship for the various periods specified in Addendum 1 – Warranty Periods beginning: (a) for pumps and parts on the date of purchase by the original end user; or (b) for pump stations, industrial pump packages and fiberglass reinforced polyester enclosures on the date of acceptance by the purchaser or the purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment from the factory, whichever occurs first. In addition to defects in material and workmanship, fiberglass reinforced polyester enclosures are warranted to be resistant to rust, corrosion, corrosive soils, effects of airborne contamination or physical failures occurring in normal service for the period of the pump station warranty. This Limited Warranty shall be valid only when installation is made and use and maintenance is performed in accordance with Gorman-Rupp recommendations. In the case of pump stations and pump packages, in order for this Limited Warranty to be valid, a Start-Up Report completed by an authorized Gorman-Rupp agent must be received by Gorman-Rupp within thirty (30) days of the initial date the unit is placed into service. An extended warranty is available on certain pump models. This extended warranty is an extension of the original warranty limited warranty. All exceptions and limitations of the original warranty, except for duration, apply to the extended warranty.

EXCEPTIONS TO COVERAGE

- This Limited Warranty shall not apply to the following products and parts: engines, motors, trade accessories and other products, components or materials not manufactured by Gorman-Rupp. Any warranty for these products and parts shall be provided by the manufacturer(s) of those products and parts. With respect to submersible pumps, the pump and motor are an integral unit and are therefore warranted as a unit. With respect to Pump Stations, all components installed in the Pump Station by Gorman-Rupp are an integral unit and are therefore warranted as a unit (excludes components provided by others for incorporation into the Pump Station). Items normally consumed in use, and wear and tear resulting from normal use are not covered by this Limited Warranty.
- This Limited Warranty shall not apply to any Gorman-Rupp product or part which: (a) has been subjected to misuse, misapplication, alteration, neglect, or physical damage resulting from these causes (b) has been installed, operated, used, and/or maintained in a manner which is not in accordance with Gorman-Rupp's printed recommendations, including but not limited to operation of equipment without being connected to monitoring components provided with the product or damaged as the result of defective power supply, improper electrical protection, faulty installation, improper installation, ordinary wear and tear, corrosion or chemical attack, an Act of God, an Act of War or Terrorism or has been damaged as the result of the use with equipment not sold by Gorman-Rupp and/or not approved by Gorman-Rupp for use with the product.
- This Limited Warranty does not cover costs for any standard and/or scheduled maintenance, nor does it cover parts that, by nature of their function, require replacement as a result of normal wear (e.g., Wear Parts), unless a determination of defect in material or workmanship is made by Gorman-Rupp. Wear Parts include, but are not limited to, impellers, wear plates, wear rings, seals, volutes, diffusers, oil, grease, and/or other items which are required for operation of the pump or pump station and are subject to regular inspection and maintenance.
- Determination of coverage or exceptions to coverage are solely at the option of Gorman-Rupp.

LIMITATIONS

GORMAN-RUPP'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO ITS PRODUCTS AND PARTS IS THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

EQUIPMENT SELECTED OR SUPPLIED BY OTHERS AND INCORPORATED INTO A GORMAN-RUPP PUMP STATION OR ENCLOSURE IS NOT COVERED BY THIS LIMITED WARRANTY. ANY WARRANTY APPLICABLE TO EQUIPMENT SELECTED OR SUPPLIED BY OTHERS WILL BE LIMITED SOLELY TO THE WARRANTY, IF ANY, PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT.

EXCLUSIVE REMEDY AND DAMAGES

The sole and exclusive remedy for breach of this Limited Warranty by Gorman-Rupp, and the entire extent of its liability for such breach or for damages arising and/or resulting from the use of the products and parts covered by this Limited Warranty shall be as follows:

- **REPAIR OR REPLACEMENT:** Upon return of the product to Gorman-Rupp, if inspection shows that any Gorman-Rupp product or part covered under this Limited Warranty is defective in materials or workmanship, Gorman-Rupp shall repair or replace the defective product or part(s) at its option, without charge in the percentage indicated in **Addendum 1 – Warranty Periods.** The product or part(s) claimed to be defective must have been properly installed, maintained and used in accordance with the maintenance schedule and/or instructions contained in the manual which comes with the product. No allowance will be made for labor, freight, transportation or other charges incurred in connection with such repair or replacement.
- **TO OBTAIN THE ABOVE REMEDY:**
  - Immediately notify Gorman-Rupp of the claimed defect in materials or workmanship and provide the serial number or date code of the product and/or part(s) and provide a copy of the invoice or bill of sale referencing the product and/or part by no later than the expiration date of the Limited Warranty period.
  - Gorman-Rupp will advise whether inspection of the product and/or part(s) will be necessary and whether and how inspection, repair or replacement will be effected. If inspection is necessary, Gorman-Rupp will, at its discretion, provide field inspection by an authorized agent or require that the product or part(s) be sent freight prepaid to Gorman-Rupp at the applicable address below. If the product or part is returned to Gorman-Rupp for inspection, return shipment of the repaired product or part(s) will be F.O.B. to the applicable address below.
- **DAMAGES:** Gorman-Rupp's liability for damages for breach of this Limited Warranty shall not exceed the amount of the purchase price of the product or part in respect to which damages are claimed. **IN NO EVENT SHALL GORMAN-RUPP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY OTHER THAN AS STATED HEREIN.**

In some instances, the exclusion or limitation of incidental or consequential damages are not allowed. Accordingly, the above may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary.

For additional copies please visit ***www.GRpumps.com/warranty.***

To return product to Gorman-Rupp, ship to:

GORMAN-RUPP PUMPS
100 Rupp Road, Dock 5
Mansfield, OH 44903
USA
419-755-1280

GORMAN-RUPP AFRICA
4 Harold Flight Road
Jet Park
Boksburg, 1459
Republic Of South Africa
+27 011 397 3536

GORMAN-RUPP CANADA
70 Burwell Road
St. Thomas, Ontario N5P 3R7
Canada
519-631-2870

GORMAN-RUPP EUROPE
Bellweg 50
4101 BJ Culemborg
Netherlands
+31 (0) 85 773 0080

ADDENDUM 1 - WARRANTY PERIODS

	PRODUCT	0 – 6 Months[1]	7 – 12 Months[1]	13 – 18 Months[1]	19 – 24 Months[1]	25 – 39 Months[1]	40 – 60 Months[1]	Extended Warranty Available[5]
PUMPS	10 Series®	100%						✔
	30 Series	100%						
	50 Series	100%						
	60 Series	100%						
	80 Series®	100%						✔
	6500 Series®	100%						
	D Series (Diaphragm Pumps)	100%						✔
	G Series (Rotary Gear)	100%						
	HS Series® (Hydraulic Submersible)	100%						
	O Series®	100%						✔
	PA Series® (Prime Aire®)	100%						✔
	PAH Series® (Prime Aire Plus®)	100%						✔
	RD & RS Series (Roto-Prime®)	100%						✔
	S Series	100%						
	S1 1/2 A3 (A), S2C3 (A), S2D3 (A) – (From the OTS Program)	100%						
	SC Series	100%						
	SE Series	100%						
	SE1 1/2 A3 (A), SE2C3 (A), SE2D3 (A) – (From the OTS program)	100%						
	SF Series® – Pump Only	100%						✔
	SF Series® – Permanent Municipal Installation[2]	100%			50%		25%	✔
	SH Series	100%						
	Silent Pump	Warranty period is based on pump model included in product						
	SM Series	100%						✔
	Tankleenor	100%						✔
	T Series®	100%						
	Super T Series®	100%						
	Super U Series®	100%						
	Ultra V Series®	100%						
	VG & VGH Series	100%						
STATIONS	ReliaSource® / Complete Gorman-Rupp Pump & Package Stations[3]	100%						
	Pressure Booster / Partial / Non-Standard Pump & Package Stations[4]	100%						✔
OTHER	ReliaPrime® Back-up System	100%						
	Parts	100%						
	Lift Station Remanufacturing Kits	100%						
	Rotating Assemblies for Super T, Super U & Ultra V series	100%						
	Exchange Stock Product	100%						
	Remanufactured Equipment	Warranty period as agreed to at time of purchase						
	Repairs performed at Gorman-Rupp	Parts and workmanship used in repairs only – warranty period for the remainder of original product warranty or 12 months, whichever is greater						

[1] Proration periods are applied based on months after purchase, acceptance, shipment, or installation, as applicable. Percentages for proration periods define the amount of warranted costs to be borne by Gorman-Rupp.

[2] Approved Permanent Municipal Installations are permanent pump installations and require appropriate controls documents at time of installation.

[3] Pump & Package Stations require submission to Gorman-Rupp of Start-Up Report for this Limited Warranty to be in effect on the complete package. In the event that Start-Up Report is not submitted to Gorman-Rupp, each component in the package will be subject to its individual manufacturer warranty, if available.

[4] Partial / Non-Standard Pump & Package Stations refer to packages using pumps other than those produced by Gorman-Rupp or using components other than those specified by Gorman-Rupp or excluding components specified by Gorman-Rupp.

[5] Extended warranty is an extension of the original limited warranty. All exceptions and limitations of the original warranty, except for duration, apply to the extended warranty.

Contact your Gorman-Rupp Company representative for additional extended warranty pricing, availability and terms & conditions.

Effective Date: 06/15/2017
Supersedes All Previous Warranties

AV-06297_REV062017

GRpumps.com

DEUTZ Limited Warranty Statement

DEUTZ ENGINE, DEUTZ XCHANGE® ENGINE, GENUINE DEUTZ PART OR GENUINE DEUTZ XCHANGE® PART

1. DEUTZ Corporation ("DC") warrants that each new DEUTZ engine or genuine DEUTZ XCHANGE® Engine("Engine") or genuine new DEUTZ spare or replacement part or DEUTZ XCHANGE® ("Part") supplied by DC or an authorized distributor of DC, purchased by the customer and properly installed in an application, will be free from defects in material and workmanship under normal use and service. If, during the warranty period following the delivery of the Engine or Part, it is shown there is a defect in material or workmanship caused solely by failure of DC's manufacturer (DEUTZ AG) to meet such standards, and customer has notified DC in writing of such defect within that period, DC shall repair or replace, at DC's cost and option, such defective Engine or Part. Such repair or replacement will be made without charge to the customer at customer's premises or, at the option of DC, at such other location as DC may designate. Any Engine or Part that is replaced shall become the property of DC. Any repaired or replaced Engine or Part shall be warranted until the expiration of the original warranty period. DC's warranty obligation is expressly conditioned upon the customer fulfilling all obligations pursuant to customer's purchase order, including, without limitation, all payment obligations.

2. **ENGINES NEW** and DEUTZ XCHANGE®
Warranty coverage is provided for the DEUTZ engine series listed below:

Warranty Period	Operating Hours		Warranty Coverage
12 months	Unlimited		All components
24 months	1.2, 1.7 1011, 1011F, 2011 2.2, 2.9, 3.6 1012, 2012, 1013, 2013 912, 913, 914, 4.1, 6.1, 7.8 913 and 914 gas engines 413, 513, 1015, 2015, 2015 gas engine 9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0	1000h 2000h 2000h 3000h 4500h 4000h 5000h 5000h	All components of the engine
36 months	1.2 , 1.7 1011, 1011F, 2011 2.2, 2.9, 3.6 1012, 2012, 1013, 2013 912, 913, 914, 4.1, 6.1, 7.8 913 and 914 gas engines 413, 513, 1015, 2015, 2015 gas engine 9.0, 12.0, 13.5, 12.0 V, 16.0 V, 18.0	1500h 3000h 3000h 4500h 4500h 4500h 7500h 7500h	Main engine components, Crankcase, Crankshaft, Camshaft, Connecting Rods, Cylinder Head Casting

The Engine warranty will commence: At the date of sale to the original retail customer, OR One Year from the date of manufacture, Whichever Occurs First.

3. PARTS: Warranty coverage is provided for each Genuine DEUTZ Part or DEUTZ XCHANGE® Part for a period of 12 months from the date of sale to the original retail customer.

4. This warranty does not cover the following: (i) wear and tear or contaminants; (ii) exposure, corrosion or prolonged or improper storage; (iii) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; (iv) improper installation, use, fuels, lubricants, operation, maintenance, transportation or packing; (v) misuse, alteration, negligence and accidents; (vi) chemical or electrical action; and (vii) unauthorized repairs

5. This warranty does not cover any components manufactured by someone other than DC or DEUTZ AG, and DC makes no warranty whatsoever with respect to such components. Such components will be covered only by the warranties, if any, as may be issued by such suppliers themselves, which warranties will be made available to customer upon request. This warranty does not cover any components added by DC's customers before reselling it to the end-customer, and DC makes no warranty whatsoever with respect to such components.

6. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. DC's total aggregate liability with respect to any defective Engine or Part shall not exceed the amount paid by the customer for such Engine or Part and customer agrees to release, defend, indemnify and hold DC harmless from and against any and all further liability in excess thereof arising in any manner from any alleged defective Engine or Part. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited. The laws of the State of Georgia shall govern this warranty.

7. Under no circumstances will the customer be entitled to recission or to a reduction in the purchase price. Customer waives any and all claim for loss of time, replacement power, increased cost, inconvenience, loss of use or profit, loss of goodwill, cost of capital, cost of rentals or any other direct, indirect, punitive, special, exemplary, incidental or consequential damages whatsoever.

8. This warranty and the DEUTZ emission warranties for EPA certified DEUTZ engines and genuine DEUTZ parts installed in such engines are in lieu of all other express or implied warranties of DC and DEUTZ AG with respect to DEUTZ engines and genuine DEUTZ parts, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. Neither DC nor DEUTZ AG assume, nor authorize any distributor or other person to assume, on their behalf, any other obligation or liability.

9. For details of the DEUTZ warranty contact:

DEUTZ Corporation
Warranty Department
3883 Steve Reynolds Blvd
Norcross GA 30093 USA
Phone: 770-564-7100
www.deutzusa.com

Reviewed June 2020

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.J.
Bid No. 2024-04

1. **Agenda Item:**
Consider Awarding Bid No. 2024-04, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company, Based on Unit Prices as Listed and Authorize the City Manager to Execute Any Documents Related thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, November 14, 2023, bids were opened for Bid No. 2024-04, New Tires, Retread, and Flat Repair Services. A total of three (3) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2024-04, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company, the lowest bidder per unit price, meeting specification for the specific tire sizes and services as requested. Review also yielded some items for which vendors failed to meet the listed specifications or were non-responsive as listed, which will be re-bid under separate cover and will be awarded as such. These tires will replace existing tires that have reached the end of their useful life and are due for replacement. The City of Edinburg has previously done business with Goodyear Tire & Rubber Company. Staff has verified that Goodyear Tire & Rubber Company owes no monies to the City.

Funding is available through the FY 2023-2024 Budget under Solid Waste Management Fund, Other.

Below is the list of vendors who responded to the bid:

Oyervides Tire Service, LLC
Southern Tire Mart, LLC
Goodyear Tire & Rubber Company

Along with the pricing for new tires, the department requested pricing for Retread Services. Retreading, in conjunction with our new tire purchases, is used as an alternate source for maintaining our tire inventory. The retread process is an alternative process by which the old worn tread on a tire is removed, and a new tread is bonded to it to replace it. All new tires purchased by the city with undamaged casings may be retreaded two to three times, thus extending the useful life of the tire casing, as long as the casing passes a three-part safety inspection process. The retreading of our tires allows the use of the tire core through the maximum end of its life cycle and allows us the ability to acquire a full tread tire at half the cost of a new replacement, making this process financially and operationally practical. The department's Fleet Maintenance Program has been retreading tires used on our refuse trucks with satisfactory results.

Pricing was also requested for Tire Repair Services. Under conditions of normal wear and tear, carrying heavy loads, construction and infrastructure work, and accidentally running over debris, tires get damaged or become flat and need to have on-the-road or on-site repair. Prospective vendors were asked to provide pricing for 24-hour mobile service, available seven days a week to

allow for immediate tire repair services. Tire repair services are to be provided on an as-needed basis and will include emergency and non-emergency field services, as well as services performed at various City locations. These services are necessary to return all types of immobilized departmental vehicles and equipment to service in the event of a tire failure.

If approved, projected delivery is expected to be fulfilled as needed after issuance of Purchase Order. Bidder will be responsible to secure sufficient stock.

3. Staff's Recommendation:

Approve Awarding Bid No. 2024-04, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company, based on unit prices as listed and Authorize the City Manager to Execute Any Documents Related thereto.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management
Tomas Reyna, Assistant City Manager

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Bid Recommendation
B. Notice to Bidders
C. Oyervides Tire Service LLC
D. Southern Tire Mart LLC
E. Goodyear Tire & Rubber Company
F. Bidders List
G. Service Agreement

THE CITY OF Edinburg

Bid: 2024-04 New Tires, Retread and Flat Repair Services
Opening Date: November 14, 2023 at 3:00 p.m.

			Oyervides tire service llc	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company
Steer Axle Tires					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
11.1	11R22.5	62	No Bid	*	$394.06
11.2	315/80R22.5	80	No Bid	*	$495.91
11.3	425/65R22.5	8	No Bid	*	$725.90
Drive Axle Tires					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
12.1	11R22.5	94	No Bid	*	$404.43
12.2	315/80R22.5	1	No Bid	*	$661.40
12.3	425/65R22.5	1	No Bid	*	$725.90
Tire Retread					
Item	**Tire Sizes**	**Estd Qty**	**Casing Cost (New)**	**Casing Cost (New)**	**Casing Cost (New)**
13.1	11R22.5	1	No Bid	*	$220.00
13.2	315/80R22.5	1	No Bid	*	$275.00
Construction, Agriculture, and Implement Tires					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
14.1	2.5-80-18	1	No Bid	*	No Bid
14.2	45387	1	No Bid	No Bid	No Bid
14.3	11L-15SL	2	No Bid	*	$95.00
14.4	12.5-80.18	4	No Bid	*	$509.60
14.5	13x6.5-6	1	No Bid	*	$25.00
14.6	14.00-24	1	No Bid	*	$765.60
14.7	16.9x30	1	No Bid	*	$549.00
14.8	19-5L-24	1	No Bid	*	$878.40
14.9	19.5L-24	4	No Bid	*	$878.40
14.1	21x7-12	1	No Bid	*	$135.00
14.11	21x7-18 NMS	1	No Bid	No Bid	No Bid
14.12	23.5R25	20	No Bid	*	$2,834.40
14.13	29.5-25	36	No Bid	*	$5,242.40
14.14	24x12.00	1	No Bid	No Bid	$65.00
14.15	24x12	1	No Bid	No Bid	$65.00
14.16	205/75/15	1	No Bid	*	$95.31
14.17	235/85R16	1	No Bid	*	$119.00
14.18	380/85/24	1	No Bid	*	$320.00
14.19	460/85/38	1	No Bid	*	$759.00
14.2	775/65R29	1	No Bid	*	No Bid
14.21	ST235/80R16	1	No Bid	*	$130.52
14.22	ST235/85R16	1	No Bid	*	$144.77
Specialty Tires "Fire Emergency Services"					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
15.1	10.00R20 Drive Tire	12	No Bid	No Bid	$229.00
15.2	10.00R20 Steering Tire	12	No Bid	No Bid	$249.00
15.3	11R22.5 Drive Tire	36	No Bid	*	$547.68

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

THE CITY OF Edinburg

Bid: 2024-04 New Tires, Retread and Flat Repair Services
Opening Date: November 14, 2023 at 3:00 p.m.

			Oyervides tire service llc	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company
15.4	11R22.5 Steering Tire	36	No Bid	*	$544.30
15.5	11R24.5 Drive Tire	6	No Bid	*	$580.54
15.6	12R22.5 Drive Tire	36	No Bid	*	$596.64
15.7	12R22.5 Steering Tire	36	No Bid	*	$604.78
15.8	LT215/85R16	6	No Bid	*	$311.39
15.9	225/70R19.5 RSS	6	No Bid	No Bid	$279.94
15.1	225/70R19.5 RSD	12	No Bid	No Bid	$295.55
15.11	235/75R17.5	12	No Bid	*	$315.27
15.12	LT245/75R16	4	No Bid	*	$324.36
15.13	A/T 265/70R17 115S M+S	4	No Bid	*	$170.55
15.14	LT265/75R16	4	No Bid	*	$147.05
15.15	LT275/65R18 LR E	4	No Bid	*	$186.76
15.16	275/80R22.5	8	No Bid	*	$698.98
15.17	285/75R24.5	2	No Bid	*	$567.44
15.18	315/80R22.5	16	No Bid	*	$518.45
15.19	385/65R22.5	4	No Bid	*	$808.86
15.2	425/65R22.5	2	No Bid	*	$699.64
15.21	445/65R22.5	2	No Bid	*	$902.19
15.22	LT245/75R17 LR E	2	No Bid	*	$159.00
15.23	M/T LT275/70R18 LR E	2	No Bid	*	$224.00
15.24	HTP 265/65R18 M+S	2	No Bid	*	$148.89
15.25	365/80R20	2	No Bid	*	$924.15
15.26	LT 275/65R18 123/120 S	2	No Bid	*	$186.76
15.27	LT 275/65R18 LR C	2	No Bid	*	$140.49
15.28	225/70R19.5 LR G	2	No Bid	*	$279.94
Specialty Tires "Pick Up Truck"					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
16.1	225/65R16	1	No Bid	*	No Bid
16.2	225/65R17	1	No Bid	*	$139.91
16.3	225/70R19.5	1	No Bid	*	$279.94
16.4	265/70R17	1	No Bid	*	$170.55
16.5	215/75R17.5	1	No Bid	*	$352.50
16.6	LT215/75R15	1	No Bid	*	$153.98
16.7	LT235/85R16	34	No Bid	*	$119.00
16.8	245/70R17	16	No Bid	*	$154.56
16.9	LT245/75R16	1	No Bid	*	$140.00
16.1	275/65R18	4	No Bid	*	$186.76
16.11	285/70/17	1	No Bid	*	$174.00
16.12	225/75R15	1	No Bid	*	$101.63
16.13	235/70R16	32	No Bid	*	$113.03
16.14	265/70R16	4	No Bid	*	$131.37
16.15	245/75R17	1	No Bid	*	$159.00
16.16	LT285/70R17	1	No Bid	*	$174.00

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

THE CITY OF Edinburg

Bid: 2024-04 New Tires, Retread and Flat Repair Services
Opening Date: November 14, 2023 at 3:00 p.m.

			Oyervides tire service llc	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company
Flat Tire Repairs					
Item	**Tire Sizes**	**Estd Qty**	**Flat Repair 6 AM / 7 PM**	**Flat Repair 6 AM / 7 PM**	**Flat Repair 6 AM / 7 PM**
17.1	11R22.5	1	$32.50	$35.00	$25.00
17.2	315/80R22.5	1	$42.50	$45.00	$25.00
17.3	425/65R22.5	1	$42.50	$45.00	$25.00
17.4	2.5-80-18	1	$32.50	$35.00	$15.00
17.5	45387	1	$40.00	$45.00	$15.00
17.6	11L-15SL	1	$15.00	$19.50	$15.00
17.7	12.5-80.18	1	$32.50	$35.00	$15.00
17.8	13x6.5-6	1	$17.50	$19.50	$15.00
17.9	14.00-24	1	$52.50	$55.00	$25.00
17.1	16.9x30	1	$52.50	$55.00	$25.00
17.11	19-5L-24	1	$52.50	$55.00	$35.00
17.12	19.5L-24	1	$52.50	$55.00	$35.00
17.13	21x7-12	1	$17.50	$19.50	$15.00
17.14	21x7-18 NMS	1	$16.50	$19.50	$15.00
17.15	23.5R25	1	$120.00	$135.00	$75.00
17.16	29.5-25	1	$125.00	$145.00	$75.00
17.17	24x12.00	1	$15.00	$19.50	$15.00
17.18	24x12	1	$15.00	$19.50	$15.00
17.19	205/75/15	1	$12.50	$15.00	$12.00
17.2	235/85R16	1	$12.50	$15.00	$12.00
17.21	380/85/24	1	$65.00	$75.00	$40.00
17.22	460/85/38	1	$75.00	$85.00	$40.00
17.23	775/65R29	1	$145.00	$145.00	$40.00
17.24	ST235/80R16	1	$12.50	$15.00	$12.00
17.25	ST235/85R16	1	$12.50	$15.00	$12.00
17.26	10.00R20	1	$25.00	$35.00	$20.00
17.27	11R24.5	1	$32.50	$35.00	$25.00
17.28	12R22.5	1	$32.50	$35.00	$25.00
17.29	LT215/85R16	1	$12.50	$15.00	$12.00
17.3	225/70R19.5 RSS	1	$32.50	$35.00	$18.00
17.31	225/70R19.5 RSD	1	$32.50	$35.00	$18.00
17.32	235/75R17.5	1	$32.50	$35.00	$18.00
17.33	LT245/75R16	1	$12.50	$15.00	$12.00
17.34	A/T 265/70R17 115S M+S	1	$12.50	$15.00	$12.00
17.35	LT265/75R16	1	$12.50	$15.00	$12.00
17.36	LT275/65R18 LR E	1	$12.50	$15.00	$12.00
17.37	275/80R22.5	1	$32.50	$35.00	$25.00
17.38	285/75R24.5	1	$32.52	$35.00	$25.00
17.39	315/80R22.5	1	$32.50	$35.00	$25.00
17.4	385/65R22.5	1	$32.50	$45.00	$25.00
17.41	445/65R22.5	1	$32.50	$45.00	$25.00

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

THE CITY OF Edinburg

Bid: 2024-04 New Tires, Retread and Flat Repair Services
Opening Date: November 14, 2023 at 3:00 p.m.

			Oyervides tire service llc	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company
17.42	LT245/75R17 LR E	1	$12.50	$15.00	$12.00
17.43	M/T LT275/70R18 LR E	1	$12.50	$15.00	$12.00
17.44	HTP 265/65R18 M+S	1	$12.50	$15.00	$12.00
17.45	365/80R20	1	$40.00	$45.00	$25.00
17.46	LT 275/65R18 123/120 S	1	$12.50	$15.00	$12.00
17.47	LT 275/65R18 LR C	1	$12.50	$15.00	$12.00
17.48	225/70R19.5 LR G	1	$32.50	$35.00	$18.00
17.49	225/65R16	1	$12.50	$15.00	$12.00
17.5	225/65R17	1	$12.50	$15.00	$12.00
17.51	225/70R19.5	1	$32.50	$35.00	$18.00
17.52	265/70R17	1	$12.50	$15.00	$12.00
17.53	215/75R17.5	1	$32.50	$35.00	$18.00
17.54	LT215/75R15	1	$12.50	$15.00	$12.00
17.55	LT235/85R16	1	$12.50	$15.00	$12.00
17.56	245/70R17	1	$12.50	$15.00	$12.00
17.57	275/65R18	1	$12.50	$15.00	$12.00
17.58	285/70/17	1	$12.50	$15.00	$12.00
17.59	225/75R15	1	$12.50	$15.00	$12.00
17.6	235/70R16	1	$12.50	$15.00	$12.00
17.61	265/70R16	1	$12.50	$15.00	$12.00
17.62	245/75R17	1	$12.50	$15.00	$12.00
17.63	LT285/70R17	1	$12.50	$15.00	$12.00
Service Calls					
Line Item	**Description**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
18.1	Sunday Pretrip Inspection	Per Hour	$120.00	$125.00	$65.00
18.2	5 AM Pretrip Inspection Mon-Friday	Per Hour	$120.00	$125.00	$65.00
18.3	Repair Call 7AM – 7PM	Once Per Event	$65.00	$75.00	$45.00
18.4	Repair Call 7PM – 7AM	Once Per Event	$80.00	$125.00	$55.00

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

RE-BID LINE ITEMS

Bid: 2024-04 New Tires, Retread and Flat Repair Services
Opening Date: November 14, 2023 at 3:00 p.m.

Construction, Agriculture, and Implement Tires	
Item	**Tire Sizes**
14.1	2.5-80-18
14.2	45387
14.11	21x7-18 NMS
14.2	775/65R29
Specialty Tires "Pick Up Truck"	
Item	**Tire Sizes**
16.1	225/65R16

REQUEST FOR BIDS

2024-04

NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 25, 2023

DEADLINE FOR QUESTIONS: November 6, 2023

RESPONSE DEADLINE: November 14, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
New Tires, Retread, and Flat Repair Services

I. Introduction .....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....

Attachments:

A - Contract

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of **NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES** as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Background

Quantities: The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	October 25, 2023
Question Submission Deadline	November 6, 2023, 5:00pm
Proposal Submission Deadline	November 14, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for New Tires, Retread, and Flat Repair Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 14, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 14, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-04" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, November 6, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: New Tires, Retread, and Flat Repair Services

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the New Tires, Retread, and Flat Repair Services as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. Hard Copy Bid Submittal

If submitting Hard Copy Bid, the Formal Proposal shall have **all three (3) copies bound**. All specification information and request Certificates **MUST** be included in the bound formal proposal tab and highlighting the specific bid item and tire size being referred to accordingly. Failure to adhere to the request will result in disqualification. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with initials, indicating that they have read and understood the section/specification(s). A positive indication in this section shall indicate, to the City, that the item being bid on conforms exactly to the specifications listed for that item. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. All pricing listed on the bid shall be held for the term of the contract; **NO ALTERNATE BIDS OR PARTIAL, SEASONAL or END OF TERM** pricing will be accepted and will disqualify the vendor's proposal, entirely. Pricing submitted in this BID SHALL be guaranteed for the period of one year, from the time of award.

Bidders shall complete the price/cost column and/or identify any and all additional fees/charges on that specific section. If the bidder does not identify all fees and charges on the bid for proper evaluation of the cost of services, the fees and charges will not be accepted for payment. The proposed price/cost will indicate that the bidder is able to perform or provide the service(s) or item(s) as specified.

4.2. GENERAL REQUIREMENTS AND AGREEMENT FOR NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES

CONFORMANCE OF BID: The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor(s) which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor(s) whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term; by signing the Bid, the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

BILLING: Purchasing will be handled by the perspective requesting Department. All purchasing of goods and services will be conducted by the specific Department seeking those goods and services; therefore all billing and/or invoicing will be addressed by the same Department.

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY",** unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-**

CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type tires. Tires shall be radial, manufactured with steel cord casing and steel cord belts or better, no blems or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

RETREAD SALES: The City is requesting pricing for recapping tires. Tires shall be recapped using a full cap **UNI CIRLCE, PRE-CURE, OR MOLD CURE** such as **BANDAG, MICHELIN RETREAD OR GOODYEAR RETREAD TECHNOLOGIES**. The mold tread must be (**MICHELIN XDY OR BANDAG BDM TREAD**) designed for mixed service use; on/off road. Tread must also have compound for chip and cut resistance. The City reserves the right to reject recaps which, in the opinion of the Director or his designee, do not meet quality standards. The City will mark all casings sent for retreading. The supplier will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Supplier will be required to pick up tires designated for recapping. A timely turnaround time is essential and will be a critical factor in this award. **THE BIDDER SHALL PROVIDE A CURRENT "*COOPERATIVE PLANT QUALITY CERTIFICATION*" CERTIFICATE INDICATING ITS FACILITY HAS BEEN APPROVED TO RETREAD GOVERNMENT TIRES.**

FLAT REPAIR SERVICES: The City is requesting pricing from qualified vendors for fleet flat repair services to be conducted at all points of the City of Edinburg service areas; to include but not limited to the Edinburg Service Center and the Jasman Road Complex.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The vendor will be required to perform pre-trip inspections of all vehicles as requested by each of the individual departments of the City, prior to their departure at **5:00 AM Monday thru Friday** unless otherwise specified; to include a pre-trip inspection of the Sanitation Departments Fleet on Sunday evening in preparation for their departure at **5 AM Monday morning**. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

SATISFACTORY SERVICE: It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for ***three non-consecutive times***, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to

supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.

PRICE GUARANTEE PERIOD: Pricing on all items shall be **GUARANTEED** and **CONSIDERED FIRM** for a **TWELVE (12) MONTH PERIOD**; **NO CHANGES OR UNLISTED CHARGES/FEES** will be accepted for payment during the same period.

4.3. Alternate, Non-Conforming And/or Proposed Substitution

The City of Edinburg operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable items, specifications, and paragraph(s), and explained in detail on a separate page titled "Exceptions" (**A MANUFACTURER, TYPE** AND **QUALITY LISTED EXEMPTION "ACCEPTANCE LETTER" FROM THE CITY SHALL ACCOMPANY THE BID FOR ITS CONSIDERATION)**. Otherwise it will be considered that equipment/services offered is in strict compliance with the specifications and requirements listed and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. **However, NO implication is made by THE CITY OF EDINBURG that exceptions will be Accepted**. Bidder is advised that the response (or lack thereof) on this statement does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg requires that all Non-Conforming or Alternate Tire (specifications) being proposed for consideration **MUST** be accompanied by an "Exemption Acceptance Letter" approved and executed by the City for each of the non-conforming and/or alternate tire specifications. The letter must be issued prior to the bid opening and on the year of the Bid Proposal Request and must accompany the formal proposal and outline the Bid item and tire size and the specifications attached will highlight the specific item to be considered for review. The formal Bid shall be bound with the bid including all applicable specification highlighted, referencing the specific bid item number(s) considered for the alternate specification. If the formal proposal indicates that an Alternate/Substitute Specification was listed for pricing but vendor failed to properly address the requirements listed for such Alternate/Substitute consideration; this will result in the disqualification of that specific Bid Item.

General: All tires sold and mounted on City vehicles shall be new and unused, unless the Director or designee approves a vehicle for retread tires. All new tires must have a retreadable casing and have the capability to run the full life of the retread.

Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF**

GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed.

If an alternate request will be submitted please be sure to email dcardenas@cityofedinburg.com.

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.2. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.5. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.6. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.8. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.9. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.10. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

5.2. Forms

*5.2.1. Please fill out the Attachment I - Steer Axle Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

*Response required

*5.2.2. Please fill out the Attachment II - Drive Axle Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

*Response required

*5.2.3. Please fill out the Attachment III - Tire Retread and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

*Response required

*5.2.4. Please fill out the Attachment IV- Construction, Agriculture and Implement Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

*Response required

*5.2.5. Please fill out the Attachment V - Specialty Tires "Fire Emergency Services" and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

*Response required

*5.2.6. Please fill out the Attachment VI - Specialty Tires "Pick Up Truck" and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

*Response required

*5.2.7. Please fill out the Attachment VII-Service Calls and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

*Response required

5.2.8. Please attach any additional documents.

*5.2.9. Please attach the Acceptance Letter if an alternate tire request was approved.**

*Response required

6. Pricing Proposal

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL BE ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5							
11.2	80	315/80R22.5							
11.3	8	425/65R22.5							

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.2	1	315/80R22.5							
12.3	1	425/65R22.5							

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Casing Cost (New)	Turnaround Time	Warranty
13.1	1	11R22.5							
13.2	1	315/80R22.5							

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18							
14.2	1	4-5-24							
14.3	2	11L-15SL							
14.4	4	12.5-80.18							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.5	1	13x6.5-6							
14.6	1	14.00-24							
14.7	1	16.9x30							
14.8	1	19-5L-24							
14.9	4	19.5L-24							
14.10	1	21x7-12							
14.11	1	21x7-18 NMS							
14.12	20	23.5R25							
14.13	36	29.5-25							
14.14	1	24x12.00							
14.15	1	24x12							
14.16	1	205/75/15							
14.17	1	235/85R16							
14.18	1	380/85/24							
14.19	1	460/85/38							
14.20	1	775/65R29							
14.21	1	ST235/80R16							
14.22	1	ST235/85R16							

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this departments will not

accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire							
15.2	12	10.00R20 Steering Tire							
15.3	36	11R22.5 Drive Tire							
15.4	36	11R22.5 Steering Tire							
15.5	6	11R24.5 Drive Tire							
15.6	36	12R22.5 Drive Tire							
15.7	36	12R22.5 Steering Tire							
15.8	6	LT215/85R16							
15.9	6	225/70R19.5 RSS							
15.10	12	225/70R19.5 RSD							
15.11	12	235/75R17.5							
15.12	4	LT245/75R16							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.13	4	A/T 265/70R17 115S M+S							
15.14	4	LT265/75R16							
15.15	4	LT275/65R18 LR E							
15.16	8	275/80R22.5							
15.17	2	285/75R24.5							
15.18	16	315/80R22.5							
15.19	4	385/65R22.5							
15.20	2	425/65R22.5							
15.21	2	445/65R22.5							
15.22	2	LT245/75R17 LR E							
15.23	2	M/T LT275/70R18 LR E							
15.24	2	HTP 265/65R18 M+S							
15.25	2	365/80R20							
15.26	2	LT 275/65R18 123/120 S							
15.27	2	LT 275/65R18 LR C							
15.28	2	225/70R19.5 LR G							

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16							
16.2	1	225/65R17							
16.3	1	225/70R19.5							
16.4	1	265/70R17							
16.5	1	215/75R17.5							
16.6	1	LT215/75R15							
16.7	34	LT235/85R16							
16.8	16	245/70R17							
16.9	1	LT245/75R16							
16.10	4	275/65R18							
16.11	1	285/70/17							
16.12	1	225/75R15							
16.13	32	235/70R16							
16.14	4	265/70R16							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.15	1	245/75R17							
16.16	1	LT285/70R17							

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	11R22.5							
17.2	1	315/80R22.5							
17.3	1	425/65R22.5							
17.4	1	2.5-80-18							
17.5	1	4-5-24							
17.6	1	11L-15SL							
17.7	1	12.5-80.18							
17.8	1	13x6.5-6							
17.9	1	14.00-24							
17.10	1	16.9x30							
17.11	1	19-5L-24							
17.12	1	19.5L-24							
17.13	1	21x7-12							
17.14	1	21x7-18 NMS							
17.15	1	23.5R25							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.16	1	29.5-25							
17.17	1	24x12.00							
17.18	1	24x12							
17.19	1	205/75/15							
17.20	1	235/85R16							
17.21	1	380/85/24							
17.22	1	460/85/38							
17.23	1	775/65R29							
17.24	1	ST235/80R16							
17.25	1	ST235/85R16							
17.26	1	10.00R20							
17.27	1	11R24.5							
17.28	1	12R22.5							
17.29	1	LT215/85R16							
17.30	1	225/70R19.5 RSS							
17.31	1	225/70R19.5 RSD							
17.32	1	235/75R17.5							
17.33	1	LT245/75R16							
17.34	1	A/T 265/70R17 115S M+S							
17.35	1	LT265/75R16							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.36	1	LT275/65R18 LR E							
17.37	1	275/80R22.5							
17.38	1	285/75R24.5							
17.39	1	315/80R22.5							
17.40	1	385/65R22.5							
17.41	1	445/65R22.5							
17.42	1	LT245/75R17 LR E							
17.43	1	M/T LT275/70R18 LR E							
17.44	1	HTP 265/65R18 M+S							
17.45	1	365/80R20							
17.46	1	LT 275/65R18 123/120 S							
17.47	1	LT 275/65R18 LR C							
17.48	1	225/70R19.5 LR G							
17.49	1	225/65R16							
17.50	1	225/65R17							
17.51	1	225/70R19.5							
17.52	1	265/70R17							
17.53	1	215/75R17.5							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.54	1	LT215/75R15							
17.55	1	LT235/85R16							
17.56	1	245/70R17							
17.57	1	275/65R18							
17.58	1	285/70/17							
17.59	1	225/75R15							
17.60	1	235/70R16							
17.61	1	265/70R16							
17.62	1	245/75R17							
17.63	1	LT285/70R17							

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		Per Hour	
18.2	5 AM Pretrip Inspection Mon-Friday		Per Hour	
18.3	Repair Call 7AM – 7PM		Once Per Event	
18.4	Repair Call 7PM – 7AM		Once Per Event	

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-04

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Monday, November 20, 2023

Oyervides tire service llc Proposal

CONTACT INFORMATION

Company:
Oyervides tire service llc

Email:
gooyervides23@gmail.com

Contact:
Gonzalo Oyervides

Address:
8009 N Expressway 281
Edinburg, TX 78542

Phone:
(956) 566-9637

Website:
N/A

Submission Date:
Nov 14, 2023 2:47 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

insurence_certifacate.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

general_q.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

litigation.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

confl.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

house_bill_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

senate_bill_13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

bill19-1.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

non_coll.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

confl.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

2. Forms

PLEASE FILL OUT THE ATTACHMENT I - STEER AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT I - STEERING AXL...

att1.pdf

PLEASE FILL OUT THE ATTACHMENT II - DRIVE AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT II - DRIVE AXLE ...

att2-1.pdf

PLEASE FILL OUT THE ATTACHMENT III - TIRE RETREAD AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT III - TIRE RETRE...

att3.pdf

PLEASE FILL OUT THE ATTACHMENT IV- CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

att4.pdf

PLEASE FILL OUT THE ATTACHMENT V - SPECIALTY TIRES "FIRE EMERGENCY SERVICES" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

att5.pdf

PLEASE FILL OUT THE ATTACHMENT VI - SPECIALTY TIRES "PICK UP TRUCK" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

att61.pdf

PLEASE FILL OUT THE ATTACHMENT VII-SERVICE CALLS AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

att7.pdf

PLEASE ATTACH ANY ADDITIONAL DOCUMENTS.
No response submitted

PLEASE ATTACH THE ACCEPTANCE LETTER IF AN ALTERNATE TIRE REQUEST WAS APPROVED.*

no_al.pdf

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL BE ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5	X	No Bid					
11.2	80	315/80R22.5	X	No Bid					
11.3	8	425/65R22.5	X	No Bid					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be

required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5	X	No Bid					
12.2	1	315/80R22.5	X	No Bid					
12.3	1	425/65R22.5	X	No Bid					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Casing Cost (New)	Turnaround Time	Warranty
13.1	1	11R22.5	X				No Bid		
13.2	1	315/80R22.5	X				No Bid		

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to

these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid					
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL	X	No Bid					
14.4	4	12.5-80.18	X	No Bid					
14.5	1	13x6.5-6	X	No Bid					
14.6	1	14.00-24	X	No Bid					
14.7	1	16.9x30	X	No Bid					
14.8	1	19-5L-24	X	No Bid					
14.9	4	19.5L-24	X	No Bid					
14.10	1	21x7-12	X	No Bid					
14.11	1	21x7-18 NMS	X	No Bid					
14.12	20	23.5R25	X	No Bid					
14.13	36	29.5-25	X	No Bid					
14.14	1	24x12.00	X	No Bid					
14.15	1	24x12	X	No Bid					
14.16	1	205/75/15	X	No Bid					
14.17	1	235/85R16	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.18	1	380/85/24	X	No Bid					
14.19	1	460/85/38	X	No Bid					
14.20	1	775/65R29	X	No Bid					
14.21	1	ST235/80R16	X	No Bid					
14.22	1	ST235/85R16	X	No Bid					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire	X	No Bid					
15.4	36	11R22.5 Steering Tire	X	No Bid					
15.5	6	11R24.5 Drive Tire	X	No Bid					
15.6	36	12R22.5 Drive Tire	X	No Bid					
15.7	36	12R22.5 Steering Tire	X	No Bid					
15.8	6	LT215/85R16	X	No Bid					
15.9	6	225/70R19.5 RSS	X	No Bid					
15.10	12	225/70R19.5 RSD	X	No Bid					
15.11	12	235/75R17.5	X	No Bid					
15.12	4	LT245/75R16	X	No Bid					
15.13	4	A/T 265/70R17 115S M+S	X	No Bid					
15.14	4	LT265/75R16	X	No Bid					
15.15	4	LT275/65R18 LR E	X	No Bid					
15.16	8	275/80R22.5	X	No Bid					
15.17	2	285/75R24.5	X	No Bid					
15.18	16	315/80R22.5	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.19	4	385/65R22.5	X	No Bid					
15.20	2	425/65R22.5	X	No Bid					
15.21	2	445/65R22.5	X	No Bid					
15.22	2	LT245/75R17 LR E	X	No Bid					
15.23	2	M/T LT275/70R18 LR E	X	No Bid					
15.24	2	HTP 265/65R18 M+S	X	No Bid					
15.25	2	365/80R20	X	No Bid					
15.26	2	LT 275/65R18 123/120 S	X	No Bid					
15.27	2	LT 275/65R18 LR C	X	No Bid					
15.28	2	225/70R19.5 LR G	X	No Bid					

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit

proof that tires offered meet the specification listed. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid					
16.2	1	225/65R17	X	No Bid					
16.3	1	225/70R19.5	X	No Bid					
16.4	1	265/70R17	X	No Bid					
16.5	1	215/75R17.5	X	No Bid					
16.6	1	LT215/75R15	X	No Bid					
16.7	34	LT235/85R16	X	No Bid					
16.8	16	245/70R17	X	No Bid					
16.9	1	LT245/75R16	X	No Bid					
16.10	4	275/65R18	X	No Bid					
16.11	1	285/70/17	X	No Bid					
16.12	1	225/75R15	X	No Bid					
16.13	32	235/70R16	X	No Bid					
16.14	4	265/70R16	X	No Bid					
16.15	1	245/75R17	X	No Bid					
16.16	1	LT285/70R17	X	No Bid					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	11R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.2	1	315/80R22.5		$42.50	42.50	32.50	15.00	N/A	2.50
17.3	1	425/65R22.5		$42.50	42.50	32.50	15.00	N/A	2.50
17.4	1	2.5-80-18		$32.50	32.50	25.00	5.00	n/a	2.50
17.5	1	4-5-24		$40.00	40.00	30.00	20.00	n/a	10.00
17.6	1	11L-15SL		$15.00	15.00	10.00	5.00	n/a	2.50
17.7	1	12.5-80.18		$32.50	32.50	25.00	5.00	N/A	2.50
17.8	1	13x6.5-6		$17.50	17.50	10.00	5.00	N/A	2.00
17.9	1	14.00-24		$52.50	52.50	45.00	25.00	N/A	10.00
17.10	1	16.9x30		$52.50	52.50	45.00	25.00	N/A	10.00
17.11	1	19-5L-24		$52.50	52.50	45.00	25.00	N/A	10.00
17.12	1	19.5L-24		$52.50	52.50	45.00	25.00	N/A	10.00
17.13	1	21x7-12		$17.50	17.50	12.50	10.00	N/A	2.50
17.14	1	21x7-18 NMS		$16.50	16.50	10.00	5.00	N/A	2.00
17.15	1	23.5R25		$120.00	120.00	110.00	55.00	12.50	20.00
17.16	1	29.5-25		$125.00	125.00	120.00	75.00	12.50	20.00
17.17	1	24x12.00		$15.00	15.00	10.00	10.00	n/a	2.00
17.18	1	24x12		$15.00	15.00	10.00	10.00	n/a	2.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.19	1	205/75/15		$12.50	12.50	10.00	5.00	n/a	2.00
17.20	1	235/85R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.21	1	380/85/24		$65.00	65.00	60.00	40.00	n/a	10.00
17.22	1	460/85/38		$75.00	75.00	70.00	65.00	n/a	10.00
17.23	1	775/65R29		$145.00	145.00	130.00	75.00	12.50	10.00
17.24	1	ST235/80R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.25	1	ST235/85R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.26	1	10.00R20		$25.00	25.00	20.00	12.50	n/a	n/a
17.27	1	11R24.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.28	1	12R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.29	1	LT215/85R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.30	1	225/70R19.5 RSS		$32.50	32.50	25.00	15.00	n/a	2.50
17.31	1	225/70R19.5 RSD		$32.50	32.50	25.00	15.00	n/a	2.50
17.32	1	235/75R17.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.33	1	LT245/75R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.34	1	A/T 265/70R17 115S M+S		$12.50	12.50	10.00	5.00	n/a	2.00
17.35	1	LT265/75R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.36	1	LT275/65R18 LR E		$12.50	12.50	10.00	5.00	n/a	2.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.37	1	275/80R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.38	1	285/75R24.5		$32.52	32.50	25.00	15.00	n/a	2.50
17.39	1	315/80R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.40	1	385/65R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.41	1	445/65R22.5		$32.50	32.50	25.00	15.00	n/a	2.50
17.42	1	LT245/75R17 LR E		$12.50	12.50	10.00	5.00	n/a	2.00
17.43	1	M/T LT275/70R18 LR E		$12.50	12.50	10.00	5.00	n/a	2.00
17.44	1	HTP 265/65R18 M+S		$12.50	12.50	10.00	5.00	n/a	2.00
17.45	1	365/80R20		$40.00	40.00	35.00	20.00	n/a	2.00
17.46	1	LT 275/65R18 123/120 S		$12.50	12.50	10.00	5.00	n/a	2.00
17.47	1	LT 275/65R18 LR C		$12.50	12.50	10.00	5.00	n/a	2.00
17.48	1	225/70R19.5 LR G		$32.50	32.50	25.00	5.00	n/a	2.50
17.49	1	225/65R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.50	1	225/65R17		$12.50	12.50	10.00	5.00	n/a	2.00
17.51	1	225/70R19.5		$32.50	32.50	25.00	5.00	n/a	2.50
17.52	1	265/70R17		$12.50	12.50	10.00	5.00	n/a	2.00
17.53	1	215/75R17.5		$32.50	32.50	25.00	5.00	n/a	2.50

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.54	1	LT215/75R15		$12.50	12.50	10.00	5.00	n/a	2.00
17.55	1	LT235/85R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.56	1	245/70R17		$12.50	12.50	10.00	5.00	n/a	2.00
17.57	1	275/65R18		$12.50	12.50	10.00	5.00	n/a	2.00
17.58	1	285/70/17		$12.50	12.50	10.00	5.00	n/a	2.00
17.59	1	225/75R15		$12.50	12.50	10.00	5.00	n/a	2.00
17.60	1	235/70R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.61	1	265/70R16		$12.50	12.50	10.00	5.00	n/a	2.00
17.62	1	245/75R17		$12.50	12.50	10.00	5.00	n/a	2.00
17.63	1	LT285/70R17		$12.50	12.50	10.00	5.00	n/a	2.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		Per Hour	$120.00
18.2	5 AM Pretrip Inspection Mon-Friday		Per Hour	$120.00
18.3	Repair Call 7AM – 7PM		Once Per Event	$65.00

Line Item	Description	No Bid	Unit Price	Unit Price
18.4	Repair Call 7PM – 7AM		Once Per Event	$80.00

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-04

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Monday, November 20, 2023

Southern Tire Mart, LLC Proposal

CONTACT INFORMATION

Company:
Southern Tire Mart, LLC

Email:
richard.conwill@stmtires.com

Contact:
Richard Conwill

Address:
800 Highway 98 Byp
Columbia, MS 39429

Phone:
N/A

Website:
www.stmtires.com

Submission Date:
Nov 14, 2023 2:46 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Certificate_(30).pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

city_of_edinburg_for_bre.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

COI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

2. Forms

PLEASE FILL OUT THE ATTACHMENT I - STEER AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

ATTACHMENT_I_-_STEERING_AXLE_TIRES.pdf

PLEASE FILL OUT THE ATTACHMENT II - DRIVE AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

ATTACHMENT_II_-_DRIVE_AXLE_TIRES.pdf

PLEASE FILL OUT THE ATTACHMENT III - TIRE RETREAD AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

ATTACHMENT_III_-_TIRE_RETREAD.pdf

PLEASE FILL OUT THE ATTACHMENT IV- CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

ATTACHMENT_IV_-_CONSTRUCTION,_AG,_AND_IMPLEMENT_TIRES.pdf

PLEASE FILL OUT THE ATTACHMENT V - SPECIALTY TIRES "FIRE EMERGENCY SERVICES" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

ATTACHMENT_V_-_SPECIALTY_TIRES_(FIRE_EMERGENCY_SERVICES).pdf

PLEASE FILL OUT THE ATTACHMENT VI - SPECIALTY TIRES "PICK UP TRUCK" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

ATTACHMENT_VI_-_SPECIALTY_TIRES_(PICK_UP_TRUCKS).pdf

PLEASE FILL OUT THE ATTACHMENT VII-SERVICE CALLS AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

ATTACHMENT_VII_-_SERVICE_CALLS.pdf

PLEASE ATTACH ANY ADDITIONAL DOCUMENTS.
Contract.pdf

PLEASE ATTACH THE ACCEPTANCE LETTER IF AN ALTERNATE TIRE REQUEST WAS APPROVED.*
BATOGOV_Pricing_for_City_of_Edinburg_11-2023.pdf

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL BE ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$349.00					
11.2	80	315/80R22.5		$543.90					
11.3	8	425/65R22.5		$670.90					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED,

REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$325.00					
12.2	1	315/80R22.5		$510.39					
12.3	1	425/65R22.5		$670.90					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Casing Cost (New)	Turnaround Time	Warranty
13.1	1	11R22.5		BANDAG			$265.00		
13.2	1	315/80R22.5		BANDAG			$323.00		

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18		$454.17				FIRESTONE (359912	
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL		$329.61				FIRESTONE (326011)	
14.4	4	12.5-80.18		$454.17				FIRESTONE (359912)	
14.5	1	13x6.5-6		$22.71					
14.6	1	14.00-24		$599.00				FIRESTONE (425214)	
14.7	1	16.9x30		$682.74				FIRESTONE (008563)	
14.8	1	19-5L-24		$622.22				FIRESTONE (359343)	
14.9	4	19.5L-24		$622.22				FIRESTONE (359343)	
14.10	1	21x7-12		$178.90					
14.11	1	21x7-18 NMS	X	No Bid					
14.12	20	23.5R25		$1,990.00				FIRESTONE (005501	
14.13	36	29.5-25		$4,169.32				FIRESTONE (414638)	
14.14	1	24x12.00	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.15	1	24x12	X	No Bid					
14.16	1	205/75/15		$67.85					
14.17	1	235/85R16		$121.50					
14.18	1	380/85/24		$494.94				FIRESTONE (008559)	
14.19	1	460/85/38		$958.52				FIRESTONE (372507)	
14.20	1	775/65R29		$6,750.00				BRIDGESTONE (424277)	
14.21	1	ST235/80R16		$104.90					
14.22	1	ST235/85R16		$121.50					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE

SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)
PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire		$495.00				BRIDGESTONE (003130)	
15.4	36	11R22.5 Steering Tire		$414.00				BRIDGESTONE (206973)	
15.5	6	11R24.5 Drive Tire		$535.47				BRIDGESTONE (003132)	
15.6	36	12R22.5 Drive Tire		$571.00				BRIDGESTONE (003131)	
15.7	36	12R22.5 Steering Tire		$368.50				BRIDGESTONE (000278	
15.8	6	LT215/85R16		$129.00				FIRESTONE (002758)	
15.9	6	225/70R19.5 RSS	X	No Bid					
15.10	12	225/70R19.5 RSD	X	No Bid					
15.11	12	235/75R17.5		$141.90					
15.12	4	LT245/75R16		$115.75				FIRESTONE (002761)	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.13	4	A/T 265/70R17 115S M+S		$157.04				FIRESTONE (000187)	
15.14	4	LT265/75R16		$150.94				FIRESTONE (000182)	
15.15	4	LT275/65R18 LR E		$179.49				FIRESTONE (002773)	
15.16	8	275/80R22.5		$335.00				FIRESTONE (012707)	
15.17	2	285/75R24.5		$355.00				FIRESTONE (012708)	
15.18	16	315/80R22.5		$628.75				BRIDGESTONE (003134)	
15.19	4	385/65R22.5		$614.24				BRIDGESTONE (001073)	
15.20	2	425/65R22.5		$673.01				BRIDGESTONE (000312)	
15.21	2	445/65R22.5		$845.48				BRIDGESTONE (001074)	
15.22	2	LT245/75R17 LR E		$140.26				FIRESTONE (002777)	
15.23	2	M/T LT275/70R18 LR E		$217.72				FIRESTONE (245825)	
15.24	2	HTP 265/65R18 M+S		$202.92				FIRESTONE (015058)	
15.25	2	365/80R20		$999.00				BRIDGESTONE (424757)	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.26	2	LT 275/65R18 123/120 S		$193.81				FIRESTONE (013987)	
15.27	2	LT 275/65R18 LR C		$178.72				FIRESTONE (013988	
15.28	2	225/70R19.5 LR G		$297.59				FIRESTONE (248426)	

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16		$79.90				FIRESTONE (004046)	
16.2	1	225/65R17		$127.46				FIRESTONE (003352)	
16.3	1	225/70R19.5		$270.00				FIRESTONE (248409)	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.4	1	265/70R17		$125.02				FIRESTONE (005374)	
16.5	1	215/75R17.5		$276.68				FIRESTONE (248511)	
16.6	1	LT215/75R15		$195.00					
16.7	34	LT235/85R16		$117.55				FIRESTONE (002759)	
16.8	16	245/70R17		$106.68				FIRESTONE (005369)	
16.9	1	LT245/75R16		$115.75				FIRESTONE (002761)	
16.10	4	275/65R18		$118.15				FIRESTONE (005392)	
16.11	1	285/70/17		$158.75				FIRESTONE (014468)	
16.12	1	225/75R15		$116.87				FIRESTONE (005344)	
16.13	32	235/70R16		$118.85				FIRESTONE (003024)	
16.14	4	265/70R16		$142.34				FIRESTONE (005354)	
16.15	1	245/75R17		$182.10				FIRESTONE (013915)	
16.16	1	LT285/70R17		$182.78				FIRESTONE (000780)	

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	11R22.5		$35.00	35.	27.50	15.00		4.00
17.2	1	315/80R22.5		$45.00	45.	35.50	15.00		4.00
17.3	1	425/65R22.5		$45.00	45.00	35.50	15..00		4.00
17.4	1	2.5-80-18		$35.00	35.00	27.50	15.00		8.50
17.5	1	4-5-24		$45.00	45.00	35.00	25.00		12.50
17.6	1	11L-15SL		$19.50	19.50	13.00	10.00		8.50
17.7	1	12.5-80.18		$35.00	35.00	27.50	15.00		8.50
17.8	1	13x6.5-6		$19.50	19.50	13.00	10.00		4.00
17.9	1	14.00-24		$55.00	55.00	49.00	29.00	20.00	12.50
17.10	1	16.9x30		$55.00	55.00	49.00	29.00		12.50
17.11	1	19-5L-24		$55.00	55.00	49.00	29.00		12.50
17.12	1	19.5L-24		$55.00	55.00	49.00	29.00		12.50
17.13	1	21x7-12		$19.50	19.50	13.00	10.00		4.00
17.14	1	21x7-18 NMS		$19.50	19.50	13.00	10.00		4.00
17.15	1	23.5R25		$135.00	135.00	120.00	65.00	20.00	65.00
17.16	1	29.5-25		$145.00	145.00	130.00	75.00	20.00	65.00
17.17	1	24x12.00		$19.50	19.50	13.00	10.00		4.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.18	1	24x12		$19.50	19.50	13.00	10.00		4.00
17.19	1	205/75/15		$15.00	15.00	10.00	8.00		4.00
17.20	1	235/85R16		$15.00	15.00	10.00	8.00		4.00
17.21	1	380/85/24		$75.00	75.00	65.00	45.00		20.00
17.22	1	460/85/38		$85.00	85.00	75.00	55.00		20.00
17.23	1	775/65R29		$145.00	145.00	130.00	75.00	20.00	65.00
17.24	1	ST235/80R16		$15.00	15.00	10.00	8.00		4.00
17.25	1	ST235/85R16		$15.00	15.00	10.00	8.00		4.00
17.26	1	10.00R20		$35.00	35.00	27.50	15.00		4.00
17.27	1	11R24.5		$35.00	35.00	27.50	15.00		4.00
17.28	1	12R22.5		$35.00	35.00	27.50	15.00		4.00
17.29	1	LT215/85R16		$15.00	15.00	10.00	8.00		4.00
17.30	1	225/70R19.5 RSS		$35.00	35.00	27.50	15.00		4.00
17.31	1	225/70R19.5 RSD		$35.00	35.00	27.50	15.00		4.00
17.32	1	235/75R17.5		$35.00	35.00	27.50	15.00		4.00
17.33	1	LT245/75R16		$15.00	15.00	10.00	8.00		4.00
17.34	1	A/T 265/70R17 115S M+S		$15.00	15.00	10.00	10.00		4.00
17.35	1	LT265/75R16		$15.00	15.00	10.00	8.00		4.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.36	1	LT275/65R18 LR E		$15.00	15.00	10.00	8.00		4.00
17.37	1	275/80R22.5		$35.00	35.00	27.50	15.00		4.00
17.38	1	285/75R24.5		$35.00	35.00	27.50	15.00		4.00
17.39	1	315/80R22.5		$35.00	35.00	27.50	15.00		4.00
17.40	1	385/65R22.5		$45.00	45.00	35.00	25.00		4.00
17.41	1	445/65R22.5		$45.00	45.00	35.00	25.00		4.00
17.42	1	LT245/75R17 LR E		$15.00	15.00	10.00	8.00		4.00
17.43	1	M/T LT275/70R18 LR E		$15.00	15.00	10.00	8.00		4.00
17.44	1	HTP 265/65R18 M+S		$15.00	15.00	10.00	8.00		4.00
17.45	1	365/80R20		$45.00	45.00	45.00	35.00		12.50
17.46	1	LT 275/65R18 123/120 S		$15.00	15.00	10.00	8.00		4.00
17.47	1	LT 275/65R18 LR C		$15.00	15.00	10.00	8.00		4.00
17.48	1	225/70R19.5 LR G		$35.00	35.00	27.50	15.00		4.00
17.49	1	225/65R16		$15.00	15.00	10.00	8.00		4.00
17.50	1	225/65R17		$15.00	15.00	10.00	8.00		4.00
17.51	1	225/70R19.5		$35.00	35.00	27.50	15.00		4.00
17.52	1	265/70R17		$15.00	15.00	10.00	8.00		4.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.53	1	215/75R17.5		$35.00	35.00	27.50	8.00		4.00
17.54	1	LT215/75R15		$15.00	15.00	10.00	8.00		4.00
17.55	1	LT235/85R16		$15.00	15.00	10.00	8.00		4.00
17.56	1	245/70R17		$15.00	15.00	10.00	8.00		4.00
17.57	1	275/65R18		$15.00	15.00	10.00	8.00		4.00
17.58	1	285/70/17		$15.00	15.00	10.00	8.00		4.00
17.59	1	225/75R15		$15.00	15.00	10.00	8.00		4,00
17.60	1	235/70R16		$15.00	15.00	10.00	8.00		4.00
17.61	1	265/70R16		$15.00	15.00	10.00	8.00		4.00
17.62	1	245/75R17		$15.00	15.00	10.00	8.00		4.00
17.63	1	LT285/70R17		$15.00	15.00	10.00	8.00		4.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		Per Hour	$125.00
18.2	5 AM Pretrip Inspection Mon-Friday		Per Hour	$125.00

Line Item	Description	No Bid	Unit Price	Unit Price
18.3	Repair Call 7AM – 7PM		Once Per Event	$75.00
18.4	Repair Call 7PM – 7AM		Once Per Event	$125.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157	**CONTACT NAME:** Cheryl Ann Bates **PHONE (A/C, No, Ext):** 601-420-1905 **FAX (A/C, No):** 601-420-1890 **E-MAIL ADDRESS:** cheryl_bates@ajg.com
INSURED SOUTTIR-05 Southern Tire Mart, LLC 800 Highway 98 Columbia, MS 39429	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Hartford Accident and Indemnity Company — 22357 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 264222721 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			43 CSE S86201	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			43 CSE S86202	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			UXP103365804	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		43 WN S86200	10/1/2023	10/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	Garagekeepers			43 CSE S86202	10/1/2023	10/1/2024	500,000 Ded $500,000 Comp Ded $500,000 Coll	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on all policies and provided a Waiver of Subrogation on all policies when required by a contract executed prior to a loss. A 30 Day Notice of Cancellation applies except for Non-Payment of premium. Coverages on all liability policies are Primary and Non-Contributory, Contractual Liability coverage is afforded on General Liability policy. Excess Policies are Follow Form in regards to Auto Liability, General Liability, and Employers Liability.

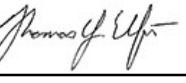
CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg TX 78541

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



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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above**.**

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "**Advertising idea"** means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Southern Tire Mart LLC
(Full, correct legal name)

- Address: 800 HWY 98 Columbia, MS 39429
- Telephone/Fax: 877-786-4681 FAX: 601-651-0655
- Email address: gov-sales@stmitres.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X__

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X__ No____

4. Where is the Company's corporate headquarters located? Columbia, MS

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No_X__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

N/A (years) N/A (months)

c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No_X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Richard Conwill
Address: 800 HWY 98 Columbia, MS 39429
Telephone: 877-786-4681
Fax: 601-651-0655
Email: gov-sales@stmtires.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
N/A
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 11/13/2023

Company/Vendor Name: Southern Tire Mart LLC

Printed Name and Title: Richard Conwill Director of Government Sales

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Richard Conwill, the undersigned representative of

Southern Tire Mart LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill Director of Government Sales

TYPE/PRINT NAME AND TITLE:

11/13/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Richard Conwill, the undersigned representative of

Southern Tire Mart, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill Director of Government Sales

TYPE/PRINT NAME AND TITLE:

11/13/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Richard Conwill, the undersigned representative of

Southern Tire Mart LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill Director of government sales

TYPE/PRINT NAME AND TITLE:

11/13/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Richard Conwill, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Southern Tire Mart, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Director of Government sales

Subscribed and sworn to me this 14th day of November 2023.

By: Stephanie E Harrington

Notary Public

STATE OF MISSISSIPPI
STEPHANIE E. HARRINGTON
ID# 94957
NOTARY PUBLIC
Comm. Expires
Jan. 6, 2026
MARION COUNTY

My commission expires
1/6/2026

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Southern Tire Mart LLC

2 [N/A] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [X] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

[ ] Yes [X] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 [N/A] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/13/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					RL
	11R22.5	Goodyear G286; Michelin XZY3, XZUS; Bridgestone M843 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	
	315/80R22.5	Michelin XZU-S2; Goodyear G289 WHA; Bridgestone M860 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	
	425/65R22.5	Goodyear G296; Michelin XZY3, XZUS; Bridgestone M844F or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

ATTACHMENT II

12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Michelin X Works XDY, XDY 3, XDL; Goodyear G177; Bridgestone L320 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	
	315/80R22.5	Goodyear G177; Michelin XDY; Bridgestone L320 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	
	425/65R22.5	Goodyear G296; Michelin XZY3, XZUS; Bridgestone M844F or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT III

	TIRE RETREAD			INITIALS
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	

ATTACHMENT IV

	CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES				INITIALS
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				
	2.5-80-18				
	4-5-24				
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	
	13x6.5-6	**4.5 Reliance**			
	14.00-24				
	16.9x30	**Kubota Tractor Model M5400 / M5700**			
	19-5L-24				
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	
	21x7-12				
	21x7-18 NMS				
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			

ATTACHMENT IV

	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		
	24x12	**Turfmaster, tubeless**	**4 ply**		
	205/75/15				
	235/85R16	**General specialty tire**			
	380/85/24				
	460/85/38				
	775/65R29				
	ST235/80R16				
	ST235/85R16				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

15.

Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**.

ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.

(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)

Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**

THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**

ATTACHMENT V

	LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		RC
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		RC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	RC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5.	All Tires must have Full Width Protector Ply.	RC
6.	All Tires must have at a minimum Three Steel Belt Construction	RC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8.	All Tires must have Side Wall Wear indicators.	RC
9.	All Tires must have Curb Guards.	RC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	RC

ATTACHMENT VI

16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	RC
	All tires must have a "T or R" Speed Index Rating	RC
	All tires must have a Load Index Rating above "100"	RC
	All tires must have a minimum of 10ply rating	RC
	All tires must be All Terrain Tires AT/S unless specified different	RC

ATTACHMENT VII

	SERVICE CALLS	INITIALS
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	
A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.		
19.	All tires must have been produced within the last 12 months prior to delivery	
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards(side failure shall not void the warranty)	
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 each of size tires for each of order placed.	
	b. Tires must be delivered within four hours of order.	
	c. Bid price will include all costs including fees for fuel or delivery charge.	
	d. There is no minimum or maximum order quantity.	
	e. Pricing will be held for the term of the contract.	

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

The City of Edinburg (hereinafter called "City"), and Vendor, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request For Bid # 2024-04 specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

NOW, THEREFORE, the City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2024-04 and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2024-04, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

F. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes.

Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Prior to and as a condition of final payment to Vendor following termination or expiration of this Agreement as defined below, Vendor shall deliver to City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2024.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of termination or completion. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such

Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Vendor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION VIII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees, costs, and expenses.

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees for the Services rendered. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance, or of any other obligations relating to

this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XII
NO PENDING LITIGATION

A. There is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

Vendor Name
Attn:
Address

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XV
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling.

SECTION XVIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Product with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Product or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Product or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra Ayla, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

VENDOR

BY: Southern Tire Mart LLC
Name Richard Conwill
Address 800 HWY 98 Columbia, MS 39429
Phone: 877-786-4681

Attachment: Exhibit "A" – Proposal

Attachment: **Exhibit “B” - Insurance**

Line Item#	Article	Brand	Pattern	Size	PLY	Est. Qty.	Approved Price
11.1	248817	BRIDGESTONE	R268 ECOPIA	11R22.5	16	75	$370
11.2	3164	FIRESTONE	FS821	315/80R22.5	20	100	$563.11
11.3	241235	FIRESTONE	FS818	425/65R22.5	20	10	$690.40
12.1	281042	FIRESTONE	FD663	11R22.5	14	94	$345
12.2	157147	FIRESTONE	T819	315/80R22.5	20	4	$530.39
14.1	359912	FIRESTONE	SUP TRAC LOAD	12.5/80-18	12	4	$454.17
14.12	5501	FIRESTONE	VERSABUILT AP	23.5R25	MS	20	$1,990
14.13	414638	FIRESTONE	SRG LD E3/L3	29.5-25	28	36	$4,169.32
14.18	8559	FIRESTONE	SAT II 23	14.9-24	6	2	$494.94
14.19	372507	FIRESTONE	SAT II 23	18.4-38	8	2	$958.52
14.2	424277	BRIDGESTONE	VTS L3 D2A	775/65R29	1*	2	$6,750
14.3	326011	FIRESTONE	INDUSTRIAL SPC	11L-15	10	4	$329.61
14.4	359912	FIRESTONE	SUP TRAC LOAD	12.5/80-18	12	4	$454.17
14.6	425214	FIRESTONE	SGG RB TG	14.00-24	12	2	$602
14.7	8563	FIRESTONE	SAT II 23	16.9-30	6	2	$682.74
15.12	2761	FIRESTONE	TRANSFORCE HT2	LT245/75R16	E	8	$115.75
15.13	187	FIRESTONE	TRANSFORCE AT2	LT265/70R17	E	8	$157.04
15.14	2768	FIRESTONE	TRANSFORCE HT2	LT265/70R17	E	8	$150.94
15.15	2773	FIRESTONE	TRANSFORCE HT2	LT275/65R18	E	8	$179.49
15.16	12707	FIRESTONE	FS561A	295/75R22.5	14	12	$355
15.17	12708	FIRESTONE	FS561A	285/75R24.5	14	4	$375
15.18	3134	BRIDGESTONE	M863	315/80R22.5	20	20	$648.75
15.19	1073	BRIDGESTONE	M864	385/65R22.5	18	8	$634.24
15.2	312	BRIDGESTONE	M870	425/65R22.5	20	4	$693.01
15.21	1074	BRIDGESTONE	M864	445/65R22.5	22	4	$865.48
15.22	2777	FIRESTONE	TRANSFORCE HT2	LT245/75R17	E	4	$140.26
15.23	245825	FIRESTONE	DSTN MT2	LT275/70R18	E	4	$217.72
15.24	15058	FIRESTONE	DEST X/T	LT265/65R18	E	4	$202.92
15.25	424757	BRIDGESTONE	VUT DE2	365/80R20	1*	4	$1,000
15.26	13987	FIRESTONE	TRANSFORCE HT2	LT275/65R18	E	4	$193.81
15.27	13988	FIRESTONE	TRANSFORCE AT2	LT275/65R18	E	4	$178.72
15.28	248426	FIRESTONE	FS561	225/70R19.5	14	4	$297.59
15.3	3130	BRIDGESTONE	M863	11R22.5	16	40	$515
15.4	206973	BRIDGESTONE	R250ED	11R22.5	16	40	$434.41

	15.5	3132	BRIDGESTONE	M863	11R24.5	16	8	$555.47
	15.6	3131	BRIDGESTONE	M863	12R22.5	16	40	$590.80
	15.7	278	BRIDGESTONE	R268 ECOPIA	12R22.5	16	40	$388.50
	16.1	4046	FIRESTONE	ALL SEASON	225/65R16		4	$79.90
	16.1	5392	FIRESTONE	DESTLE3	275/65R18		8	$118.15
	16.11	14468	FIRESTONE	DEST A/T2	P285/70R17		4	$158.75
	16.12	5344	FIRESTONE	DESTLE3	225/75R15		4	$116.87
	16.13	3024	FIRESTONE	ALL SEASON	P235/70R16		40	$118.85
	16.14	5354	FIRESTONE	DESTLE3	265/70R16		8	$142.34
	16.15	13915	FIRESTONE	DEST A/T2	245/75R17		4	$182.10
	16.16	4371	FIRESTONE	TRANSFORCE HT2	LT285/70R17	E	4	$166.67
	16.2	3352	FIRESTONE	DESTLE2	225/65R17		4	$127.46
	16.3	248409	FIRESTONE	FS561	225/70R19.5	12	4	$290
	16.4	5374	FIRESTONE	DESTLE3	265/70R17		4	$125.02
	16.5	248511	FIRESTONE	FS561	215/75R17.5	16	4	$276.68
	16.7	2759	FIRESTONE	TRANSFORCE HT2	LT235/85R16	E	40	$117.55
	16.8	5369	FIRESTONE	DESTLE3	245/70R17		20	$106.68
	16.9	2761	FIRESTONE	TRANSFORCE HT2	LT245/75R16	E	4	$115.75
14.8-9		359343	FIRESTONE	ALL TRC UTIL	19.5L-24	10	8	$622.22

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-04

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Monday, November 20, 2023

The Goodyear Tire & Rubber Company Proposal

CONTACT INFORMATION

Company:
The Goodyear Tire & Rubber Company

Email:
michelle_may@goodyear.com

Contact:
Michelle May

Address:
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Submission Date:
Nov 14, 2023 11:42 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Certificate_of_Insurance_Updated_2023_$1M_Auto_1M_Umbrella.pdfWC_Insurance_2023.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

89_Verification_Signed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

13_Verification_Signed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

19_Verification_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Signed_Non-Collusion.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

Form_CIQ_(Conflict_of_Interest_Questionnaire).pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

2. Forms

PLEASE FILL OUT THE ATTACHMENT I - STEER AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT I - STEERING AXL...

Steer_Axle_TIres.pdf

PLEASE FILL OUT THE ATTACHMENT II - DRIVE AXLE TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT II - DRIVE AXLE ...

Drive_Axle_Tires_Signed.pdf

PLEASE FILL OUT THE ATTACHMENT III - TIRE RETREAD AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT III - TIRE RETRE...

Tire_Retread_signed.pdf

PLEASE FILL OUT THE ATTACHMENT IV- CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

ATTACHMENT_IV_-_CONSTRUCTION,_AG,_AND_IMPLEMENT_TIRES_(1).pdf

PLEASE FILL OUT THE ATTACHMENT V - SPECIALTY TIRES "FIRE EMERGENCY SERVICES" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

ATTACHMENT_V_-_SPECIALTY_TIRES_(FIRE_EMERGENCY_SERVICES)_(2).pdf

PLEASE FILL OUT THE ATTACHMENT VI - SPECIALTY TIRES "PICK UP TRUCK" AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

Pick_Up_Truck.pdf

PLEASE FILL OUT THE ATTACHMENT VII-SERVICE CALLS AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

Service_Calls_Signed.pdf

PLEASE ATTACH ANY ADDITIONAL DOCUMENTS.
2022_Retread_Warranty.pdf2022_Unisteel_Limited_warranty.pdfGoodyear_Auto_&_Light_Truck_Tire_Limited_Warranty.pdfPolice_Certification_(general_2021).pdfFMVSS-CMVTSR_Compliance_Letter_-_2021.pdfSealed,_Executed_Chris_Campbell_GCTSC_Delegation_36069_3.pdfW9_1-1-

2023.pdfNew_Tires,_Retread,_and_Flat_Repair_Services.pdfCover_Letter.pdfAttachment_1.pdfG0009481_-_(NEW)_-_City_of_Edinburg_-_TX.pdfG0009481_-_(Retread)_-_City_of_Edinburg_-_TX.pdf

PLEASE ATTACH THE ACCEPTANCE LETTER IF AN ALTERNATE TIRE REQUEST WAS APPROVED.*
FMVSS-CMVTSR_Compliance_Letter_-_2021.pdfCover_Letter.pdf

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL BE ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$394.06	25.00	18.00	N/A	Goodyear H MARATHON RSA TL, Pro Code: 138179737	Goodyear Warranty
11.2	80	315/80R22.5		$495.91	25.00	18.00	N/A	Goodyear, L G289 WHA TL, Pro Code: 756141613	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.3	8	425/65R22.5		$725.90	25.00	18.00	N/A	Goodyear, 425/65R22.5 165 L WORKHORSE MSA TL, Pro Code: 756160689	Goodyear Warranty

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$404.43	$25.00	$18.00	N/A	Goodyear, 11R22.5 146/143J H WORKHORSE MSD TL, Pro Code: 138835691	Goodyear Warranty
12.2	1	315/80R22.5		$661.40	$25.00	$18.00	N/A	Goodyear, 315/80R225 L ENDURANCE TSD TL, Pro Code: 158805643	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.3	1	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear, 425/65R22.5 165 L WORKHORSE MSA TL, Pro Code: 756160689	Goodyear Warranty

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Casing Cost (New)	Turnaround Time	Warranty
13.1	1	11R22.5		Goodyear Precure	11R22.5 Precure PCT G177M 27, Pro Code: 254086072	$20.00	$220.00	7 days	Goodyear Retread Warranty
13.2	1	315/80R22.5		Goodyear Precure	315/80R22.5 Precure PCT G177M 32, Pro Code: 254096073	$20.00	$275.00	7 days	Goodyear Retread Warranty

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid	25.00	N/A	N/A		
14.2	1	4-5-24	X	No Bid	25.00	N/A	N/A		
14.3	2	11L-15SL		$95.00	$12.00	N/A	N/A	Crop Max I-1 IMP TL	Crop Max Warranty
14.4	4	12.5-80.18		$509.60	$25.00	N/A	N/A	Goodyear, 12.5/80-18 10 AMERICAN BACKHOE F, Pro Code: 206101008	Goodyear Warranty
14.5	1	13x6.5-6		$25.00	$12.00	N/A	N/A	Deestone D837 Rib TL	Deestone Warranty
14.6	1	14.00-24		$765.60	$35.00	N/A	N/A	Goodyear, 1400-24TG 16 AMERICAN MINER SL L2 E2 G2, Pro Code: 206057001	Goodyear Warranty
14.7	1	16.9x30		$549.00	$35.00	N/A	N/A	GRL, Crop Master R1 TL	GRL Warranty
14.8	1	19-5L-24		$878.40	$40.00	N/A	N/A	Goodyear, 19.5L-24 12 AMERICAN BACKHOE, Pro Code: 206100004	Goodyear Warranty
14.9	4	19.5L-24		$878.40	$40.00	N/A	N/A	Goodyear, 19.5L-24 12 AMERICAN BACKHOE, Pro Code: 206100004	Goodyear Warranty
14.10	1	21x7-12		$135.00	$25.00	N/A	N/A	OTR, Bushmaster TT	OTR Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.11	1	21x7-18 NMS	X	No Bid	$25.00	N/A	N/A		
14.12	20	23.5R25		$2,834.40	$100.00	N/A	N/A	Goodyear, 235R25 2X GP2B 4S TL, Pro Code: 153083272	Goodyear Warranty
14.13	36	29.5-25		$5,242.40	$110.00	N/A	N/A	Goodyear, 295-25 28 GRL DL3A L3 4S TL, Pro Code: 124926628	Goodyear Warranty
14.14	1	24x12.00		$65.00	$25.00	N/A	N/A	Deestone, D265 Turf TL	Deestone Warranty
14.15	1	24x12		$65.00	$12.00	N/A	N/A	Deestone, D265 Turf TL	Deestone Warranty
14.16	1	205/75/15		$95.31	$12.00	N/A	N/A	Goodyear, ST205/75R15 107N LR-D ENDURANCE BSW TL, Pro Code: 724861519	Goodyear Warranty
14.17	1	235/85R16		$119.00	$12.00	N/A	N/A	Goodyear, LT235/85R16 120R E WRL WORKHORSE HT BSL, Pro Code: 131745944	Goodyear Warranty
14.18	1	380/85/24		$320.00	$35.00	N/A	N/A	GRL, Crop Master R-1 TL	GRL Warranty
14.19	1	460/85/38		$759.00	$55.00	N/A	N/A	Galaxy, Earth Pro R1, TL	Galaxy Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.20	1	775/65R29	X	No Bid	$120.00	N/A	N/A		
14.21	1	ST235/80R16		$130.52	$12.00	N/A	N/A	Goodyear, ST235/80R16 123N LR-E ENDURANCE BSW TL, Pro Code: 724858519	Goodyear Warranty
14.22	1	ST235/85R16		$144.77	$12.00	N/A	N/A	Goodyear, ST235/85R16 125N LR-E ENDURANCE BSW TL, Pro Code: 724860519	Goodyear Warranty

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		$229.00	$25.00	N/C	$5.00	PrimeX, STS Inter Model TT Set HWY	PrimeX Warranty
15.2	12	10.00R20 Steering Tire		$249.00	$25.00	N/C	$5.00	Vee Rubber VT 101 TT Set Lug	Vee Rubber Warranty
15.3	36	11R22.5 Drive Tire		$547.68	$25.00	$18.00	$5.00	Goodyear, 11R225 H G182 RSD TL, Pro Code: 138803185	Goodyear Warranty
15.4	36	11R22.5 Steering Tire		$544.30	$25.00	$18.00	$5.00	Goodyear, 11R225 H G751 MSA TL, Pro Code: 138799576	Goodyear Warranty
15.5	6	11R24.5 Drive Tire		$580.54	$25.00	$18.00	$5.00	Goodyear, 11R245 H G182 RSD TL, Pro Code: 138941185	Goodyear Warranty
15.6	36	12R22.5 Drive Tire		$596.64	$25.00	$18.00	$5.00	Goodyear, 12R225 H G622 RSD TL, Pro Code: 138302265	Goodyear Warranty
15.7	36	12R22.5 Steering Tire		$604.78	$25.00	$18.00	$5.00	Goodyear, 12R225 H G751 MSA TL, Pro Code: 138127576	Goodyear Warranty
15.8	6	LT215/85R16		$311.39	$12.00	$12.00	N/C	Goodyear, LT215/85R16 E 115/112Q ENDURANCE RSA TL, Pro Code: 139866674	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.9	6	225/70R19.5 RSS		$279.94	$18.00	$18.00	$3.00	Goodyear, 225/70R195 G G647 RSS TL, Pro Code: 139172053	Goodyear Warranty
15.10	12	225/70R19.5 RSD		$295.55	$18.00	$18.00	$3.00	Goodyear, 225/70R195 128/126N G G622 RSD TL, Pro Code: 139755205	Goodyear Warranty
15.11	12	235/75R17.5		$315.27	$18.00	$18.00	$3.00	Goodyear, 235/75R17.5 143J RH KMAX T BLT TL, Pro Code: 756680641	Goodyear Warranty
15.12	4	LT245/75R16		$324.36	$12.00	$12.00	N/C	Goodyear, LT245/75R16 E 120/116Q ENDURANCE RSA TL, Pro Code: 139715674	Goodyear Warranty
15.13	4	A/T 265/70R17 115S M+S		$170.55	$12.00	$12.00	N/C	Goodyear, LT265/70R17 E 121R WRL WORKHORSE AT BSL, Pro Code: 481535855	Goodyear Warranty
15.14	4	LT265/75R16		$147.05	$12.00	$12.00	N/C	Goodyear, LT265/75R16 E 123R WRL WORKHORSE AT OWL, Pro Code: 481746856	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.15	4	LT275/65R18 LR E		$186.76	$12.00	$12.00	N/C	Goodyear, LT275/65R18 E 123S WRL WORKHORSE AT OWL, Pro Code: 481965856	Goodyear Warranty
15.16	8	275/80R22.5		$698.98	$25.00	$18.00	$5.00	Goodyear, 275/80R225 H G670 RV TL, Pro Code: 756967050	Goodyear Warranty
15.17	2	285/75R24.5		$567.44	$25.00	$18.00	$5.00	Goodyear, 285/75R245 147/144L H ENDURANCE LHS, Pro Code: 756405753	Goodyear Warranty
15.18	16	315/80R22.5		$518.45	$25.00	$18.00	$5.00	Goodyear, 315/80R225 L G291 LP TL, Pro Code: 756256420	Goodyear Warranty
15.19	4	385/65R22.5		$808.86	$25.00	$18.00	$5.00	Goodyear, 385/65R22.5 158K ARMOR MAX MSA, Pro Code: 756513897	Goodyear Warranty
15.20	2	425/65R22.5		$699.64	$25.00	$18.00	$5.00	Goodyear, 425/65R225 L ARMOR MAX MSA TL, Pro Code: 756160897	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.21	2	445/65R22.5		$902.19	$35.00	$18.00	$5.00	Goodyear, 445/65R22.5 168K ARMOR MAX MSA, Pro Code: 756515897	Goodyear Warranty
15.22	2	LT245/75R17 LR E		$159.00	$12.00	$12.00	N/C	Goodyear, LT245/75R17 E 121S WRL WORKHORSE AT BSL, Pro Code: 481104855	Goodyear Warranty
15.23	2	M/T LT275/70R18 LR E		$224.00	$12.00	$12.00	N/C	Goodyear, LT275/70R18 125/122Q E WRL DURATRAC TL, Pro Code: 312012142	Goodyear Warranty
15.24	2	HTP 265/65R18 M+S		$148.89	$12.00	$12.00	N/C	Goodyear, 265/65R18 114T SL WRL TERRITORY AT BSL, Pro Code: 734006640	Goodyear Warranty
15.25	2	365/80R20		$924.15	$95.00	N/A	$18.00	Goodyear, 365/80R20 154K G G275 MSA TL, Pro Code: 756033288	Goodyear Warranty
15.26	2	LT 275/65R18 123/120 S		$186.76	$12.00	$12.00	N/C	Goodyear, LT275/65R18 E 123S WRL WORKHORSE AT OWL, Pro Code: 481965856	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.27	2	LT 275/65R18 LR C		$140.49	$12.00	$12.00	N/C	Goodyear, LT275/65R18 113S C WRL AT ADVENTURE OWL, Pro Code: 748958571	Goodyear Warranty
15.28	2	225/70R19.5 LR G		$279.94	$18.00	$18.00	$3.00	Goodyear, 225/70R195 G G647 RSS TL, Pro Code: 139172053	Goodyear Warranty

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRE’S; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid	$12.00	$12.00	N/A		

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.2	1	225/65R17		$139.91	$12.00	$12.00	N/A	Goodyear, LT225/65R17 D 107S WRL WORKHORSE AT BSL, Pro Code: 481267855	Goodyear Warranty
16.3	1	225/70R19.5		$279.94	$18.00	$18.00	N/A	Goodyear, 225/70R195 G G647 RSS TL, Pro Code: 139172053	Goodyear Warranty
16.4	1	265/70R17		$170.55	$12.00	$12.00	N/A	Goodyear, LT265/70R17 E 121R WRL WORKHORSE AT BSL, Pro Code: 481535855	Goodyear Warranty
16.5	1	215/75R17.5		$352.50	$18.00	$18.00	N/A	Goodyear, 215/75R17.5 128M KMAX S TL, Pro Code: 756912750	Goodyear Warranty
16.6	1	LT215/75R15		$153.98	$12.00	$12.00	N/A	Goodyear, LT215/75R15 106/103Q D WRL HT OL BSL TL, Pro Code: 744154900	Goodyear Warranty
16.7	34	LT235/85R16		$119.00	$12.00	$12.00	N/A	Goodyear, LT235/85R16 120R E WRL WORKHORSE HT BSL, Pro Code: 131745944	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.8	16	245/70R17		$154.56	$12.00	$12.00	N/A	Goodyear, LT245/70R17 E 119S WRL WORKHORSE AT BSL, Pro Code: 481120855	Goodyear Warranty
16.9	1	LT245/75R16		$140.00	$12.00	$12.00	N/A	Goodyear, LT245/75R16 E 120R WRL WORKHORSE AT BSL, Pro Code: 481103855	Goodyear Warranty
16.10	4	275/65R18		$186.76	$12.00	$12.00	N/A	Goodyear, LT275/65R18 E 123S WRL WORKHORSE AT OWL, Pro Code: 481965856	Goodyear Warranty
16.11	1	285/70/17		$174.00	$12.00	$12.00	N/A	Goodyear, LT285/70R17 E 121R WRL WORKHORSE AT OWL, Pro Code: 481096856	Goodyear Warranty
16.12	1	225/75R15		$101.63	$12.00	$12.00	N/A	Goodyear, ST225/75R15 117N LR-E ENDURANCE BSW TL, Pro Code: 724857519	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.13	32	235/70R16		$113.03	$12.00	$12.00	N/A	Goodyear, 235/70R16 106T SL WRL WORKHORSE AT OWL, Pro Code: 480043856	Goodyear Warranty
16.14	4	265/70R16		$131.37	$12.00	$12.00	N/A	Goodyear, 265/70R16 112T SL WRL WORKHORSE AT OWL, Pro Code: 480045856	Goodyear Warranty
16.15	1	245/75R17		$159.00	$12.00	$12.00	N/A	Goodyear, LT245/75R17 E 121S WRL WORKHORSE AT BSL, Pro Code: 481104855	Goodyear Warranty
16.16	1	LT285/70R17		$174.00	$12.00	$12.00	N/A	Goodyear, LT285/70R17 E 121R WRL WORKHORSE AT OWL, Pro Code: 481096856	Goodyear Warranty

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	11R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.2	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.3	1	425/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.4	1	2.5-80-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.5	1	4-5-24		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.6	1	11L-15SL		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.7	1	12.5-80.18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.8	1	13x6.5-6		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.9	1	14.00-24		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.10	1	16.9x30		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.11	1	19-5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.12	1	19.5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.13	1	21x7-12		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.14	1	21x7-18 NMS		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.15	1	23.5R25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.16	1	29.5-25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.17	1	24x12.00		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.18	1	24x12		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.19	1	205/75/15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.20	1	235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.21	1	380/85/24		$40.00	$40.00	N/C	$20.00	N/A	$8.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.22	1	460/85/38		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.23	1	775/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00
17.24	1	ST235/80R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.25	1	ST235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.26	1	10.00R20		$20.00	$20.00	N/C	$8.00	N/A	N/C
17.27	1	11R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.28	1	12R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.29	1	LT215/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.30	1	225/70R19.5 RSS		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.31	1	225/70R19.5 RSD		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.32	1	235/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.33	1	LT245/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.34	1	A/T 265/70R17 115S M+S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.35	1	LT265/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.36	1	LT275/65R18 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.37	1	275/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.38	1	285/75R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.39	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.40	1	385/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.41	1	445/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.42	1	LT245/75R17 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.43	1	M/T LT275/70R18 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.44	1	HTP 265/65R18 M+S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.45	1	365/80R20		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.46	1	LT 275/65R18 123/120 S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.47	1	LT 275/65R18 LR C		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.48	1	225/70R19.5 LR G		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.49	1	225/65R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.50	1	225/65R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.51	1	225/70R19.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.52	1	265/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.53	1	215/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.54	1	LT215/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.55	1	LT235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.56	1	245/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.57	1	275/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.58	1	285/70/17		$12.00	12.00	N/C	$6.00	N/A	N/C
17.59	1	225/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.60	1	235/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.61	1	265/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.62	1	245/75R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.63	1	LT285/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		Per Hour	$65.00
18.2	5 AM Pretrip Inspection Mon-Friday		Per Hour	$65.00
18.3	Repair Call 7AM – 7PM		Once Per Event	$45.00
18.4	Repair Call 7PM – 7AM		Once Per Event	$55.00

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
The Goodyear Tire & Rubber Co.
200 Innovation Way
Attn: Risk Management Dept.
Akron OH 44316-0001 USA

COVERAGES **CERTIFICATE NUMBER:** 570101212837 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	
	[ ] OTHER:							
A	**AUTOMOBILE LIABILITY**			TC2JCAP-117D4194-TIL-23	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	[X] **UMBRELLA LIAB** [X] OCCUR			CSUSA2306893	08/01/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570101212837

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is excess of retained limits as follows: $25,000,000 each occurrence for Products Liability/Completed Operations: $3,000,000 each occurrence General Liability. Named Insured is Self-Insured for General Liability. Evidence of Insurance.

CERTIFICATE HOLDER

The Goodyear Tire & Rubber Company
Attn: Risk Management Dept.
200 Innovation Way
Akron OH 44316-0001 USA

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

Aon Risk Services Northeast, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CMeCertProduction@LibertyMutual.com
INSURED The Goodyear Tire & Rubber Company 200 Innovation Way Akron OH 44316-0001	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Liberty Mutual Fire Insurance Company — 23035 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 71901103 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-C8D-004151-053 (All State Except OH, ND, WA, WY) WC7-C81-004151-103 (MN) WC7-C81-004151-063 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Workers Comp & Employers Liability (self-insured locations)			EW2-68N-004151-073 (KS, OK) EW2-68N-004151-213 (OH)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	WC-Statutory EL-$1,000,000 SIR KS - $300,000 SIR AL, OH, OK - $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Workers Compensation Insurance.

CERTIFICATE HOLDER

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron OH 44316-0001

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

Abby Nolan

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The Goodyear Tire & Rubber Company
(Full, correct legal name)

- Address: Corp: 200 Innovation Way, Akron, OH 44316
  Local Service Center: 6501 N. Expressway 281, Unit E, Edinburg, TX 78542
- Telephone/Fax: Corp: P: 330-796-1394, Local Service Center Phone: 956-316-4722/956-316-4779
- Email address: corp: ct_govtsales@goodyear.com Local Service Center: juan_dominguez@goodyear.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X__

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X__ No____

4. Where is the Company's corporate headquarters located? Ohio

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes_X__ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

__8___ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 4 employees

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No_X__ **Goodyear is a publicly held company, and Goodyear does not track nor, can it warrant, the employment status of its shareholders or their relatives or the relatives of our associates. In addition, Goodyear does not track whether our associates are themselves or are related to public officials.

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan Dominguez
Address: 6501 N Expressway 281, Unit E, Edinburg, TX 78542
Telephone: 956-316-4722
Fax: 956-316-4779
Email: juan_dominguez@goodyear.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument “called,” canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being “called,” or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
The Goodyear Tire & Rubber Company DBA Goodyear Commercial Tire & Service Centers

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

**Information related to any material litigation is disclosed by Goodyear in accordance with SEC requirements in its publicly available financial statements, which can be found on our corporate website.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
11/14/2023

Company/Vendor Name:
The Goodyear Tire & Rubber Company

Printed Name and Title:
Chris Campbell/Senior Director, CTSC

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Chris Campbell, the undersigned representative of

The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director, CTSC

TYPE/PRINT NAME AND TITLE:

11/14/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director, CTSC

TYPE/PRINT NAME AND TITLE:

11/14/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Chris Campbell

SIGNATURE OF COMPANY REPRESENTATIVE:

Senior Director, CTSC

TYPE/PRINT NAME AND TITLE:

11/14/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Chris Campbell, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Senior Director, CTSC of The Goodyear Tire & Rubber Company, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

...except as bidder provides pricing to its dealers in the ordinary course and is unaware whether such pricing is being utilized to bid.....

Sign _____

Title Chris Campbell

Subscribed and sworn to me this 14th day of November 2023.

By: Michelle L May

Notary Public

MICHELLE L. MAY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 06/02/2024

My commission expires 06/02/2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

The Goodyear Tire & Rubber Company

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/14/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC
9.	All Tires must have Curb Guards.	CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC

11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Goodyear G286; Michelin XZY3, XZUS; Bridgestone M843 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	CC
	315/80R22.5	Michelin XZU-S2; Goodyear G289 WHA; Bridgestone M860 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC
	425/65R22.5	Goodyear G296; Michelin XZY3, XZUS; Bridgestone M844F or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC
9.	All Tires must have Curb Guards.	CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC

12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Michelin X Works XDY, XDY 3, XDL; Goodyear G177; Bridgestone L320 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	CC
	315/80R22.5	Goodyear G177; Michelin XDY; Bridgestone L320 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	CC
	425/65R22.5	Goodyear G296; Michelin XZY3, XZUS; Bridgestone M844F or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

ATTACHMENT III

	TIRE RETREAD			INITIALS
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			CC
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	CC
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	CC

	CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES				INITIALS
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				CC
	2.5-80-18				CC
	4-5-24				CC
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	CC
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	CC
	13x6.5-6	**4.5 Reliance**			CC
	14.00-24				CC
	16.9x30	**Kubota Tractor Model M5400 / M5700**			CC
	19-5L-24				CC
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	CC
	21x7-12				CC
	21x7-18 NMS				CC
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			CC

	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		
	24x12	**Turfmaster, tubeless**	**4 ply**		
	205/75/15				
	235/85R16	**General specialty tire**			
	380/85/24				
	460/85/38				
	775/65R29				
	ST235/80R16				
	ST235/85R16				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

15.

Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**.

ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.

(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)

Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**

THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**

ATTACHMENT V

	LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear Tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD, and G652 Metro Millers.	CC
9.	All Tires must have Curb Guards.	CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC

ATTACHMENT VI

16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	CC
	All tires must have a "T or R" Speed Index Rating	CC
	All tires must have a Load Index Rating above "100"	CC
	All tires must have a minimum of 10ply rating	CC
	All tires must be All Terrain Tires AT/S unless specified different	CC

ATTACHMENT VII

	SERVICE CALLS	INITIALS
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	CC
A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.		CC
19.	All tires must have been produced within the last 12 months prior to delivery	CC
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards(side failure shall not void the warranty)	CC
21.	**Order, Delivery, Stock, and Pricing**	CC
	a. The vendor must be able to deliver up to 16 each of size tires for each of order placed.	CC
	b. Tires must be delivered within four hours of order.	CC
	c. Bid price will include all costs including fees for fuel or delivery charge.	CC
	d. There is no minimum or maximum order quantity.	CC
	e. Pricing will be held for the term of the contract.	CC

GOODYEAR® AUTHORIZED RADIAL RETREAD LIMITED WARRANTY

United States & Canada

COMMERCIAL TIRE

Goodyear Unisteel® Radial Truck Tires
Dunlop® Radial Truck Tires
Kelly® Radial Truck Tires

WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this limited warranty if you are the owner or the authorized agent of the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear brand retreads or Goodyear-authorized repair materials bearing a Department of Transportation (DOT) prescribed retreader tire identification number designating a Goodyear Authorized Retreader. This warranty is effective as of March 1, 2022. This warranty does not apply to tires designated for off-highway service.

WHAT IS THE CASING COVERAGE?

Goodyear premium casings (refer to the Goodyear Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to seven (7) years from new tire manufacture or new tire purchase. All Goodyear premium casings beyond seven (7) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® and Marathon RTD® casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Goodyear Marathon LHS, Marathon LHD, Marathon LHT, Marathon RSA, Marathon RSS, Marathon RSD and Marathon RTD casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Dunlop premium casings (refer to the Dunlop Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to six (6) years from new tire manufacture or new tire purchase, if proof of purchase is available. All Dunlop premium casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Dunlop Commercial warranty for the casing values.

All Goodyear G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Goodyear G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max & G394 SST® DuraSeal + Fuel Max™, Fuel Max SSD DuraSeal, Fuel Max SST DuraSeal tires will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

All other Goodyear, Dunlop and Kelly radial truck tire casings will be warranted for covered warranty conditions for an unlimited number of retreads up to four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All other Goodyear, Dunlop and Kelly non-premium casings beyond four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. See applicable commercial warranty for full details.

In addition, brands other than Goodyear, Dunlop or Kelly medium truck tire radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear brand retreads, that become unserviceable due to a covered warranty condition within the first 25% wear of the first retread or four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All brands other than Goodyear, Dunlop and Kelly casings beyond the first 25% wear of the first retread or four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are excluded from coverage by this warranty.

HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A COVERED WARRANTY CONDITION?

Full credit for the retreading or repair costs will be issued, based on the current retail selling price of the retread during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the casing becomes unserviceable within the coverage period due to a covered warranty condition.

Retreading costs that are not eligible for full credit will be prorated. The replacement price will be calculated by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

EXAMPLE:

If your disabled tire had an original 16/3" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable retread tire. If the price of the comparable tire is $150.00, the cost to you would be $75.00 plus mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus applicable taxes, government-mandated charges, and mounting and balancing.)

WHAT IS THE COVERAGE ON GOODYEAR® AUTHORIZED RETREADER REPAIRS AND RETREADS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid Department of Transportation (DOT) shop number of the Authorized Retreader is warranted to be free from a covered warranty condition and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current retail selling price of the retread or repair during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear

if the retread or repair becomes unserviceable due to a covered warranty condition.

If a retread or repair becomes unserviceable due to a covered warranty condition beyond the no-charge period, a credit for the retread/repair cost will be issued on a prorated basis. The credit will be determined by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

IN ADDITION:

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread became unserviceable due to a covered warranty condition.

In cases where the retread became unserviceable due to a covered warranty condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear, Dunlop® or Kelly® commercial products.

REMEMBER YOUR NEW TIRE WARRANTY

This limited warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear, Dunlop or Kelly commercial radial truck tire, you are also entitled to the benefits and are subject to the same Adjustment Limitations of the new tire limited warranty that was in effect at the time of purchase. Please consult your new tire warranty for details.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory producing tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a Goodyear factory producing tires (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear commercial tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

ADJUSTMENT LIMITATIONS

The retread warranty ends when the treadwear indicators become visible. For casing warranty information refer to section "WHAT IS THE CASING COVERAGE?"

If you are within 100 miles (160 kilometres) of where the retread was purchased, you must return the tire to that outlet to receive warranty consideration.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

SAFETY WARNINGS:

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.**

  See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com/truck for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
   - In the U.S., write to –

     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316

   - In Canada, write to –

     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

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GOODYEAR MORE DRIVEN.

GOODYEAR UNISTEEL® LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires
Unisteel Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after March 1, 2022.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is $400.00, the cost to you would be $200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
Endurance LHS, LHD, RSA	G572 1AD Fuel Max
G316® LHT™ DuraSeal + Fuel Max™	Fuel Max LHD2
G316® LHT™ Fuel Max®	Fuel Max™ RSA
Fuel Max™ LHT™	Fuel Max™ RTD
	UltraGrip RTD

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $130.00 for tires with original tread and $100.00 after retreading in both the U.S. and Canada.

WHAT IS THE MARATHON® LONG HAUL RADIAL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® & Marathon RTD® will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear Unisteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a TIN (DOT) number ending with 1021 or greater were manufactured after 03/07/2021 (1021 refers to the 1st week of March 2021).

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS®, Marathon LHD®, Marathon LHT®, Marathon RSA®, Marathon RSS®, Marathon RTD® & Marathon RSD® Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON® LONG HAUL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
B. You must pay for taxes or any additional services you order at the time of adjustment.
C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.

2. If additional assistance is required:

   - In the U.S., write to —
     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316

   - In Canada, write to —
     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

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GOODYEAR MORE DRIVEN

LIMITED WARRANTY, TIRE CARE AND MAINTENANCE GUIDE

Highway Auto Tires

Light Truck Tires

Temporary Spare

Special Trailer (ST) Tires

GOODYEAR

HIGHWAY AUTO, LIGHT TRUCK AND SPECIAL TRAILER TIRE AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto, light truck or special trailer tires.
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2019

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping. e.g. LT245/75R16.

Special Trailer tires are defined as all tires identified with the "ST" designation in the sidewall stamping, e.g. ST235/80R16.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is $130.00, the cost to you would be $65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

TIRE	U.S. MILES	CANADA KILOMETRES
Assurance® All-Season	65,000	105,000
Assurance® TripleTred® All-Season (T- and H-speed rated only)	80,000	130,000
Assurance® TripleTred® All-Season (V-speed rated only)	70,000	110,000
Assurance® ComforTred® Touring (T- and H-speed rated only)	80,000	130,000
Assurance® ComforTred® Touring (V-speed rated only)	70,000	110,000
Assurance® ComforTred®	80,000	130,000
Assurance® Fuel Max®	65,000	105,000
Assurance®CS Fuel Max®	65,000	105,000
Assurance®CS TripleTred® All-Season	65,000	105,000
Assurance® MaxLife®	85,000	140,000
Assurance® WeatherReady™	60,000	95,000
Assurance ComfortDrive™	60,000	95,000
Eagle Exhilarate™	45,000	75,000
Eagle® F1 Asymmetric All-Season*	45,000	75,000
Eagle® Sport All-Season**	50,000	80,000
Fortera® HL	60,000	95,000
Integrity®	50,000	80,000
Wrangler® All-Terrain Adventure with Kevlar®	60,000	95,000
Wrangler ArmorTrac® (LT Sizes)	45,000	75,000
Wrangler ArmorTrac® (P-Metric)	50,000	80,000
Wrangler DuraTrac® (Excludes LT sizes)	50,000	80,000
Wrangler Fortitude HT® (Excludes LT sizes)	65,000	105,000
Wrangler Fortitude HT® (LT sizes)	50,000	80,000
Wrangler® SilentArmor®	50,000	80,000
Wrangler SR-A® (Excludes LT sizes)	50,000	80,000
Wrangler TrailRunner AT®	55,000	85,000

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/40,000 kilometre tread life warranty.

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HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:

If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is $130, the cost to you would be $91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.

B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.

C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.

E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.

C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

⚠ SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com for information on proper repair procedures.

- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

WARNING Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or “blowout.”

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON’T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner’s Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America’s leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it’s easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

SPECIAL TRAILER (ST) TIRES:

Your Goodyear Special Trailer (ST) tires are specifically designed and constructed to optimize their performance on non-driven trailer axle applications. Goodyear's Special Trailer (ST) tires are used on popular vehicle fitments, including, but not limited to: Travel Trailers, Utility Trailers, Equipment Trailers, Watercraft Trailers, Car Haulers, etc..

Due to the seasonal nature and often unique loadability of these trailers, it is very important to check inflation pressures at least once a month and before trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the trailer has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold trailer placard inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated. Check your trailer's certification placard to determine the load limits. Overloading your trailer places stress on your tires and other critical vehicle components. Overloading a trailer can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your trailer tires can result in severe cracking, component separation or "blowout." Never fit your trailer with new tires that have less load capacity than shown on the trailer's tire placard and remember that optimum rim width is important for proper tire load distribution and function.

Inspection of your Special Trailer tires is an important function. Frequent (at least monthly) and before any trip inspection of your tires for signs of damage and their general condition is important for safety. If you observe or experience impact, impact damage, penetrations, cracks, bulges or air loss, your tires should be dismounted and inspected by an expert. If you have any questions, have your tire Dealer inspect them. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

It is also important to properly store your trailer and its tires. A good resource for tire storage recommendations is the U.S. Tire Manufacturers Association website at www.ustires.org.

DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. STAND BACK and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

⚠ WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and

load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.
Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETREADED TIRES

Goodyear does not recommend retreading passenger, fabric ply light truck or special trailer tires. Retreaded passenger, fabric ply light truck and special trailer tires are not warranted by Goodyear for any reason.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/ PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:
https://www.ustires.org/publications

HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers

M6MJEHOR0911

12 Digit # = 2000's Production / 11 Digit # = 1990's Production

M6	MJ	EHOR	0911
Mfgr. Plant Code	Government Size and Ply Code	Manufacturer Construction Code	Tire Build Date (9th week of 2011)

TIRE SERVICE LIFE

Tires are designed and built to provide many thousands of miles of excellent service. For maximum benefit, tires must be maintained properly

to avoid tire damage that may result in removal from service before the tread is worn down to minimum depth.

It is not practical to accurately predict the service life of any specific tire in chronological time since service conditions vary widely. The serviceability of a tire over time is a function of the storage and service conditions (inflation pressure, load, speed, road hazard injury, etc.) to which a tire is subjected. Consumers should not rely solely on the appearance of the tire but should be aware of any change in dynamic performance such as increased air loss, noise or vibration, which could be a sign to remove the tire. Therefore, it is essential to have tires, including spares, inspected regularly (at least monthly) for proper inflation pressure, damage and treadwear.

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

⚠ WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

⚠ WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270kPa) is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but PROPER MATERIALS AND PROCEDURES MUST BE USED. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

⚠ WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.

2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada.

If additional assistance is required:
Call the Customer Assistance Center
at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada

email: goodyear_cr@goodyear.com or write:

Customer Assistance Center
Dept 728
200 Innovation Way
Akron, OH 44316-0001

SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD

ODOMETER READING AT 1st ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 2nd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 3rd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 4th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 5th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 6th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 7th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 8th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 9th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 10th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 11th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 12th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 13th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 14th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 15th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 16th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 17th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 18th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE

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The Goodyear Tire & Rubber Company

Akron , Ohio 44316 – 0001

GOVERNMENT SALES DEPARTMENT

February 23, 2021

The Goodyear Tire & Rubber Company certifies that the Goodyear Eagle RS-A, Eagle Enforcer, Eagle Enforcer All Weather, and Eagle Enforcer Winter tires listed below are certified for police pursuit use and comply with FMVSS 139.

Joe Scalfaro
Government Sales Manager
Government Sales D/709

Size	Description	Product Code
P225/60R16 97V	Eagle RS-A	732354500
P225/60R16 97V	Eagle RS-A Plus	732354148
P235/55R17 98W	Eagle RS-A	732002500
P235/55R17 98W	Eagle RS-A	732297500
P265/60R17 108V	Eagle RS-A	732523500
P225/60R18 99W	Eagle RS-A	732312500
P235/50R18 99W XL	Eagle RS-A	732276500
245/55R18 103V	Eagle RS-A	732026500
245/55R18 103V	Eagle RS-A	732026500
255/60R18 108V	Eagle Enforcer	732005563
275/55R20 113V	Eagle Enforcer	732010563
265/60R17 108V	Eagle Enforcer All Weather	732001558
225/60R18 100V	Eagle Enforcer All Weather	732003558
245/55R18 103V	Eagle Enforcer All Weather	732004558
255/60R18 108V	Eagle Enforcer All Weather	732005558
235/50R17 96V	Eagle Enforcer All Weather	732008558
225/60R18 100V	Eagle Enforcer Winter	732003567
265/60R17 108H	Eagle Enforcer Winter	732006567
245/55R18 103V	Eagle Enforcer Winter	732004567
255/60R18 108V	Eagle Enforcer Winter	732009563

January 7, 2021

To Whom It May Concern:

Subject: FMVSS / CMVTSR Tire Certification

This is to certify that all new tires provided by The Goodyear Tire & Rubber Company marked with the **DOT** symbol are in compliance with the appropriate USA and Canadian tire regulations in effect at the time of production:

FMVSS109 - New pneumatic and certain specialty tires
FMVSS139 - New pneumatic radial tires for light vehicles.
FMVSS119 - New pneumatic tires for motor vehicles with a GVWR of more than 4,536 kilograms (10,000 pounds) and motorcycles
574.5 - Tire identification requirements
574.6 - How to obtain a plant code
575.104 - Uniform tire quality grading standards

CMVTSR 109 for Passenger Car Tires
CMVTSR 119 for Certain Tires Other Than Passenger Car Tires

Sincerely,

Elizabeth Lacza
The Goodyear Tire and Rubber Company
Chief Product Standards and Regulations Engineer
elacza@goodyear.com

Contains Confidential and/or Proprietary Information. May Not Be Copied or Disseminated Without the Expressed Written Consent of The Goodyear Tire & Rubber Company.

DocuSign Envelope ID: 923ABA1F-8B65-4CF4-A1F2-7439603BE39B

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 – 0001

September 1, 2021

DELEGATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize:

Chris Campbell, Director Sales and Operations **$5,000,000.00**
Goodyear Commercial Tire and Service Centers

of the Company to execute for and on behalf and in the name of the Company:

A. With or without attestation and with or without affixation of the corporate seal thereto, and in an amount which does not exceed the limit set forth by their name:

1. Goodyear Commercial Tire and Service Center bids, bid bonds, performance bonds, agreements, option agreements, letter agreements, supplemental agreements, amendments, service agreements, certifications required to accompany Goodyear Commercial Tire and Service Center bids or agreements, and acknowledgments of applicable Goodyear Commercial Tire and Service Center policies;

2. Documents and/or agreements required by contractors and federal, local or state governmental agencies relative to the operation of a Goodyear Commercial Tire and Service Center, including, but not limited to permits, licenses, etc.; and

3. Agreements for the procurement of the following types of services at Goodyear Commercial Tire and Service Centers:

    a. General Building Maintenance, including but not limited to floor cleaning, window washing, lawn service, and snow removal;
    b. Elevator Maintenance;
    c. Vending Machines;
    d. Heating and Air Condition Equipment Maintenance;
    e. Burglar Alarm and Fire Alarm Services; and
    f. Utility Services, including gas, electric, water, sewer, telephone, and cable TV.

B. With attest and with seal and in an amount which does not exceed the limit set forth by their name:

1. Lease agreements, amendments, and supplements for equipment;
2. Bills of sale for equipment; and
3. Non-disclosure and confidentiality agreements.

DocuSign Envelope ID: 923ABA1F-8B65-4CF4-A1F2-7439603BE39B

In so doing, they are directed to observe such instructions as to prior approvals, including approval by the Purchasing, Finance and Law Departments, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

Documents and agreements listed under items A(1) and B shall be retained in the Contract Records Department of the Secretary's Office or the Global Contract Solution Electronic Repository. Documents and agreements listed under item A(2) and A(3) shall be retained in the appropriate office of the Company.

This Delegation of Authority shall be in full force and effect from September 1, 2021 to and including January 31, 2023, unless theretofore revoked and cancels and supersedes a similar delegation dated January 25, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

DocuSigned by:
Richard J. Kramer
11292E6ADD694C5...

DocuSigned by:
Daniel T. Young
C4561DD2D18249D...

THE GOODYEAR TIRE & RUBBER COMPANY
SEAL
AKRON, OHIO

Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY

Attest:
Secretary

36069 3

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Goodyear Tire & Rubber Company

2 Business name/disregarded entity name, if different from above

dba Goodyear Commercial Tire & Service Centers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

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

200 Innovation Way

6 City, state, and ZIP code

Akron, OH 44316-0001

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	4	–	0	2	5	3	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] | **Date ▶** 1/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

REQUEST FOR BIDS

2024-04

NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 25, 2023

DEADLINE FOR QUESTIONS: November 6, 2023

RESPONSE DEADLINE: November 14, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
New Tires, Retread, and Flat Repair Services

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Contract

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of **NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES** as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Background

Quantities: The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	October 25, 2023
Question Submission Deadline	November 6, 2023, 5:00pm
Proposal Submission Deadline	November 14, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for New Tires, Retread, and Flat Repair Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 14, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 14, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-04" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, November 6, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: New Tires, Retread, and Flat Repair Services

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the New Tires, Retread, and Flat Repair Services as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. Hard Copy Bid Submittal

If submitting Hard Copy Bid, the Formal Proposal shall have **all three (3) copies bound**. All specification information and request Certificates **MUST** be included in the bound formal proposal tab and highlighting the specific bid item and tire size being referred to accordingly. Failure to adhere to the request will result in disqualification. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with initials, indicating that they have read and understood the section/specification(s). A positive indication in this section shall indicate, to the City, that the item being bid on conforms exactly to the specifications listed for that item. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. All pricing listed on the bid shall be held for the term of the contract; **NO ALTERNATE BIDS OR PARTIAL, SEASONAL or END OF TERM** pricing will be accepted and will disqualify the vendor's proposal, entirely. Pricing submitted in this BID SHALL be guaranteed for the period of one year, from the time of award.

Bidders shall complete the price/cost column and/or identify any and all additional fees/charges on that specific section. If the bidder does not identify all fees and charges on the bid for proper evaluation of the cost of services, the fees and charges will not be accepted for payment. The proposed price/cost will indicate that the bidder is able to perform or provide the service(s) or item(s) as specified.

4.2. GENERAL REQUIREMENTS AND AGREEMENT FOR NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES

CONFORMANCE OF BID: The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor(s) which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor(s) whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term; by signing the Bid, the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

BILLING: Purchasing will be handled by the perspective requesting Department. All purchasing of goods and services will be conducted by the specific Department seeking those goods and services; therefore all billing and/or invoicing will be addressed by the same Department.

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY",** unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-**

CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type tires. Tires shall be radial, manufactured with steel cord casing and steel cord belts or better, no blems or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

RETREAD SALES: The City is requesting pricing for recapping tires. Tires shall be recapped using a full cap **UNI CIRLCE, PRE-CURE, OR MOLD CURE** such as **BANDAG, MICHELIN RETREAD OR GOODYEAR RETREAD TECHNOLOGIES**. The mold tread must be (**MICHELIN XDY OR BANDAG BDM TREAD**) designed for mixed service use; on/off road. Tread must also have compound for chip and cut resistance. The City reserves the right to reject recaps which, in the opinion of the Director or his designee, do not meet quality standards. The City will mark all casings sent for retreading. The supplier will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Supplier will be required to pick up tires designated for recapping. A timely turnaround time is essential and will be a critical factor in this award. **THE BIDDER SHALL PROVIDE A CURRENT "*COOPERATIVE PLANT QUALITY CERTIFICATION*" CERTIFICATE INDICATING ITS FACILITY HAS BEEN APPROVED TO RETREAD GOVERNMENT TIRES.**

FLAT REPAIR SERVICES: The City is requesting pricing from qualified vendors for fleet flat repair services to be conducted at all points of the City of Edinburg service areas; to include but not limited to the Edinburg Service Center and the Jasman Road Complex.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The vendor will be required to perform pre-trip inspections of all vehicles as requested by each of the individual departments of the City, prior to their departure at **5:00 AM Monday thru Friday** unless otherwise specified; to include a pre-trip inspection of the Sanitation Departments Fleet on Sunday evening in preparation for their departure at **5 AM Monday morning**. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

SATISFACTORY SERVICE: It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for ***three non-consecutive times***, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to

supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed therewith.

PRICE GUARANTEE PERIOD: Pricing on all items shall be **GUARANTEED** and **CONSIDERED FIRM** for a **TWELVE (12) MONTH PERIOD**; **NO CHANGES OR UNLISTED CHARGES/FEES** will be accepted for payment during the same period.

4.3. Alternate, Non-Conforming And/or Proposed Substitution

The City of Edinburg operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable items, specifications, and paragraph(s), and explained in detail on a separate page titled "Exceptions" (**A MANUFACTURER, TYPE** AND **QUALITY LISTED EXEMPTION "ACCEPTANCE LETTER" FROM THE CITY SHALL ACCOMPANY THE BID FOR ITS CONSIDERATION)**. Otherwise it will be considered that equipment/services offered is in strict compliance with the specifications and requirements listed and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. **However, NO implication is made by THE CITY OF EDINBURG that exceptions will be Accepted**. Bidder is advised that the response (or lack thereof) on this statement does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg requires that all Non-Conforming or Alternate Tire (specifications) being proposed for consideration **MUST** be accompanied by an "Exemption Acceptance Letter" approved and executed by the City for each of the non-conforming and/or alternate tire specifications. The letter must be issued prior to the bid opening and on the year of the Bid Proposal Request and must accompany the formal proposal and outline the Bid item and tire size and the specifications attached will highlight the specific item to be considered for review. The formal Bid shall be bound with the bid including all applicable specification highlighted, referencing the specific bid item number(s) considered for the alternate specification. If the formal proposal indicates that an Alternate/Substitute Specification was listed for pricing but vendor failed to properly address the requirements listed for such Alternate/Substitute consideration; this will result in the disqualification of that specific Bid Item.

General: All tires sold and mounted on City vehicles shall be new and unused, unless the Director or designee approves a vehicle for retread tires. All new tires must have a retreadable casing and have the capability to run the full life of the retread.

Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF**

GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed.

If an alternate request will be submitted please be sure to email dcardenas@cityofedinburg.com.

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.2. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.5. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.6. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.8. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.9. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.10. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

5.2. Forms

*5.2.1. Please fill out the Attachment I - Steer Axle Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

*Response required

*5.2.2. Please fill out the Attachment II - Drive Axle Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

*Response required

*5.2.3. Please fill out the Attachment III - Tire Retread and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

*Response required

*5.2.4. Please fill out the Attachment IV- Construction, Agriculture and Implement Tires and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

*Response required

*5.2.5. Please fill out the Attachment V - Specialty Tires "Fire Emergency Services" and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

*Response required

*5.2.6. Please fill out the Attachment VI - Specialty Tires "Pick Up Truck" and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

*Response required

*5.2.7. Please fill out the Attachment VII-Service Calls and upload here**

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

*Response required

5.2.8. Please attach any additional documents.

*5.2.9. Please attach the Acceptance Letter if an alternate tire request was approved.**

*Response required

6. Pricing Proposal

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL BE ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$394.06	$25.00	$18.00	N/A	Goodyear H MARATHON RSA TL Pro Code: 138179737	
11.2	80	315/80R22.5		$495.91	$25.00	$18.00	N/A	Goodyear 315/80R22.5 G289 WHA TL Pro Code: 756141613	
11.3	8	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear 425/65R22.5 165 L WORKHORSE MSA TL Pro Code: 756160689	

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$404.43	$25.00	$18.00	N/A	Goodyear 11R22.5 146/143J H Workhorse MSD TL Pro Code: 138835691	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.2	1	315/80R22.5		$661.40	$25.00	$18.00	N/A	Goodyear 315/80R225 L ENDURANCE TSD TL Pro Code: 158805643	
12.3	1	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear 425/65R22.5 165 L WORKHORSE MSA TL Pro Code: 756160689	

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Casing Cost (New)	Turnaround Time	Warranty
13.1	1	11R22.5		Goodyear Precure	11R22.5 Precure PCT G177M 27 Pro Code: 254086072	$20.00	$220.00	7 days	Retread Warranty
13.2	1	315/80R22.5		Goodyear Precure	315/80R22.5 Precure PCT G177M 32 Pro Code: 254096073	$20.00	$275.00	7 days	Retread Warranty

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X		$25.00	N/A	N/A		
14.2	1	4-5-24	X		$25.00	N/A	N/A		
14.3	2	11L-15SL		$95.00	$12.00	N/A	N/A	Crop Max, I-1 IMP TL	Crop Max Warranty
14.4	4	12.5-80.18		$509.60	$25.00	N/A	N/A	Goodyear 12.5/80-18 10 AMERICAN BACKHOE F Pro Code: 206101008	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.5	1	13x6.5-6		$25.00	$12.00	N/A	N/A	Deestone, D837 Rib TL	Deestone Warranty
14.6	1	14.00-24		$765.60	$35.00	N/A	N/A	Goodyear, 1400-24TG 16 AMERICAN MINER SL L2 E2 G2 Pro Code: 206057001	Goodyear Warranty
14.7	1	16.9x30		$549.00	$35.00	N/A	N/A	GRL Crop Master R1 TL	GRL Warranty
14.8	1	19-5L-24		$878.40	$40.00	N/A	N/A	Goodyear, 19.5L-24 12 AMERICAN BACKHOE Pro Code: 206100004	Goodyear Warranty
14.9	4	19.5L-24		$878.40	$40.00	N/A	N/A	Goodyear, 19.5L-24 12 AMERICAN BACKHOE, Pro Code: 206100004	Goodyear Warranty
14.10	1	21x7-12		$135.00	$25.00	N/A	N/A	OTR Bushmaster TT	OTR Warranty
14.11	1	21x7-18 NMS	X		$25.00	N/A	N/A		
14.12	20	23.5R25		$2,834.40	$100.00	N/A	N/A	Goodyear 235R25 2X GP2B 4S TL Pro Code: 153083272	Goodyear Warranty
14.13	36	29.5-25		$5,242.40	$110.00	N/A	N/A	Goodyear 295-25 28 GRL DL3A L3 4S TL Pro Code: 124926628	Goodyear Warranty
14.14	1	24x12.00		$65.00	$25.00	N/A	N/A	Deestone D265 Turf TL	Deestone Warranty
14.15	1	24x12		$65.00	$12.00	N/A	N/A	Deestone D265 Turf TL	Deestone Warranty
14.16	1	205/75/15		$95.31	$12.00	N/A	N/A	Goodyear ST205/75R15 107N LR-D ENDURANCE BSW TL Pro Code: 724861519	Goodyear Warranty
14.17	1	235/85R16		$119.00	$12.00	N/A	N/A	Goodyear LT235/85R16 120R E WRL WORKHORSE HT BSL Pro Code: 131745944	Goodyear Warranty
14.18	1	380/85/24		$320.00	$35.00	N/A	N/A	GRL Crop Master R-1 TL	GRL Warranty
14.19	1	460/85/38		$759.00	$55.00	N/A	N/A	Galaxy Earth Pro R1 TL	Galaxy Warranty
14.20	1	775/65R29	X		$120.00	N/A	N/A		
14.21	1	ST235/80R16		$130.52	$12.00	N/A	N/A	Goodyear ST235/80R16 123N LR-E ENDURANCE BSW TL Pro Code: 724858519	Goodyear Warranty
14.22	1	ST235/85R16		$144.77	$12.00	N/A	N/A	Goodyear ST235/85R16 125N LR-E ENDURANCE BSW TL Pro Code: 724860519	Goodyear Warranty

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this departments will not

accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		$229.00	$25.00	N/C	$5.00	PrimeX STS Inter Model TT Set HWY	PrimeX Warranty
15.2	12	10.00R20 Steering Tire		$249.00	$25.00	N/C	$5.00	Vee Rubber VT 101 TT Set Lug	Vee Rubber Warranty
15.3	36	11R22.5 Drive Tire		$547.68	$25.00	$18.00	$5.00	Goodyear 11R225 H G182 RSD TL Pro Code: 138803185	Goodyear Warranty
15.4	36	11R22.5 Steering Tire		$544.30	$25.00	$18.00	$5.00	Goodyear 11R225 H G751 MSA TL Pro Code: 138799576	Goodyear Warranty
15.5	6	11R24.5 Drive Tire		$580.54	$25.00	$18.00	$5.00	Goodyear 11R245 H G182 RSD TL Pro Code: 138941185	Goodyear Warranty
15.6	36	12R22.5 Drive Tire		$596.64	$25.00	$18.00	$5.00	Goodyear 12R225 H G622 RSD TL Pro Code: 138302265	Goodyear Warranty
15.7	36	12R22.5 Steering Tire		$604.78	$25.00	$18.00	$5.00	Goodyear 12R225 H G751 MSA TL Pro Code: 138127576	Goodyear Warranty
15.8	6	LT215/85R16		$311.39	$12.00	$12.00	N/C	Goodyear LT215/85R16 E 115/112Q ENDURANCE RSA TL Pro Code: 139866674	Goodyear Warranty
15.9	6	225/70R19.5 RSS		$279.94	$18.00	$18.00	$3.00	Goodyear 225/70R195 G G647 RSS TL Pro Code: 139172053	Goodyear Warranty
15.10	12	225/70R19.5 RSD		$295.55	$18.00	$18.00	$3.00	Goodyear 225/70R195 128/126N G G622 RSD TL Pro Code: 139755205	Goodyear Warranty
15.11	12	235/75R17.5		$315.27	$18.00	$18.00	$3.00	Goodyear 235/75R17.5 143J RH KMAX T BLT TL Pro Code: 756680641	Goodyear Warranty
15.12	4	LT245/75R16		$324.36	$12.00	$12.00	N/C	Goodyear LT245/75R16 E 120/116Q ENDURANCE RSA TL Pro Code: 139715674	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.13	4	A/T 265/70R17 115S M+S		$170.55	$12.00	$12.00	N/C	D22Ŕ8ŠI‰ [¢нсрктлwмт 9 мнмw ² w[² hwY I hw{9 !¢ . {[t‰2 /2ŔŠ! пумрорурр	Goodyear Warranty
15.14	4	LT265/75R16		$147.05	$12.00	$12.00	N/C	D22Ŕ8ŠI‰ [¢нсрктрwмс 9 мноw ² w[² hwY I hw{9 !¢ h ² [t‰2 /2ŔŠ! пумтпсурс	Goodyear Warranty
15.15	4	LT275/65R18 LR E		$186.76	$12.00	$12.00	N/C	Goodyear LT275/65R18 E 123S WRL WORKHORSE AT OWL Pro Code: 481965856	Goodyear Warranty
15.16	8	275/80R22.5		$698.98	$25.00	$18.00	$5.00	Goodyear 275/80R225 H G670 RV TL Pro Code: 756967050	Goodyear Warranty
15.17	2	285/75R24.5		$567.44	$25.00	$18.00	$5.00	Goodyear 285/75R245 147/144L H ENDURANCE LHS Pro Code: 756405753	Goodyear Warranty
15.18	16	315/80R22.5		$518.45	$25.00	$18.00	$5.00	Goodyear 315/80R225 L G291 LP TL Pro Code: 756256420	Goodyear Warranty
15.19	4	385/65R22.5		$808.86	$25.00	$18.00	$5.00	Goodyear 385/65R22.5 158K ARMOR MAX MSA Pro Code: 756513897	Goodyear Warranty
15.20	2	425/65R22.5		$699.64	$25.00	$18.00	$5.00	Goodyear 425/65R225 L ARMOR MAX MSA TL Pro Code: 756160897	Goodyear Warranty
15.21	2	445/65R22.5		$902.19	$35.00	$18.00	$5.00	Goodyear 445/65R22.5 168K ARMOR MAX MSA Pro Code: 756515897	Goodyear Warranty
15.22	2	LT245/75R17 LR E		$159.00	$12.00	$12.00	N/C	Goodyear LT245/75R17 E 121S WRL WORKHORSE AT BSL Pro Code: 481104855	Goodyear Warranty
15.23	2	M/T LT275/70R18 LR E		$224.00	$12.00	$12.00	N/C	Goodyear LT275/70R18 125/122Q E WRL DURATRAC TL Pro Code: 312012142	Goodyear Warranty
15.24	2	HTP 265/65R18 M+S		$148.89	$12.00	$12.00	N/C	Goodyear 265/65R18 114T SL WRL TERRITORY AT BSL Pro Code: 734006640	Goodyear Warranty
15.25	2	365/80R20		$924.15	$95.00	N/A	$18.00	Goodyear 365/80R20 154K G G275 MSA TL Pro Code: 756033288	Goodyear Warranty
15.26	2	LT 275/65R18 123/120 S		$186.76	$12.00	$12.00	N/C	Goodyear LT275/65R18 E 123S WRL WORKHORSE AT OWL Pro Code: 481965856	Goodyear Warranty
15.27	2	LT 275/65R18 LR C		$140.49	$12.00	$12.00	N/C	Goodyear LT275/65R18 113S C WRL AT ADVENTURE OWL Pro Code: 748958571	Goodyear Warranty
15.28	2	225/70R19.5 LR G		$279.94	$18.00	$18.00	$3.00	Goodyear 225/70R195 G G647 RSS TL Pro Code: 139172053	Goodyear Warranty

SPECIALTY TIRES "PICK UP TRUCK"

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16			$12.00	$12.00	N/A		
16.2	1	225/65R17		$139.91	$12.00	$12.00	N/A	Goodyear LT225/65R17 D 107S WRL WORKHORSE AT BSL Pro Code: 481267855	Goodyear Warranty
16.3	1	225/70R19.5		$279.94	$18.00	$18.00	N/A	Goodyear 225/70R195 G G647 RSS TL Pro Code: 139172053	Goodyear Warranty
16.4	1	265/70R17		$170.55	$12.00	$12.00	N/A	Goodyear LT265/70R17 E 121R WRL WORKHORSE AT BSL Pro Code: 481535855	Goodyear Warranty
16.5	1	215/75R17.5		$352.50	$18.00	$18.00	N/A	Goodyear 215/75R17.5 128M KMAX S TL Pro Code: 756912750	Goodyear Warranty
16.6	1	LT215/75R15		$153.98	$12.00	$12.00	N/A	Goodyear LT215/75R15 106/103Q D WRL HT OL BSL TL Pro Code: 744154900	Goodyear Warranty
16.7	34	LT235/85R16		$119.00	$12.00	$12.00	N/A	Goodyear LT235/85R16 120R E WRL WORKHORSE HT BSL Pro Code: 131745944	Goodyear Warranty
16.8	16	245/70R17		$154.56	$12.00	$12.00	N/A	Goodyear LT245/70R17 E 119S WRL WORKHORSE AT BSL Pro Code: 481120855	Goodyear Warranty
16.9	1	LT245/75R16		$140.00	$12.00	$12.00	N/A	Goodyear LT245/75R16 E 120R WRL WORKHORSE AT BSL Pro Code: 481103855	Goodyear Warranty
16.10	4	275/65R18		$186.76	$12.00	$12.00	N/A	Goodyear LT275/65R18 E 123S WRL WORKHORSE AT OWL Pro Code: 481965856	Goodyear Warranty
16.11	1	285/70/17		$174.00	$12.00	$12.00	N/A	Goodyear LT285/70R17 E 121R WRL WORKHORSE AT OWL Pro Code: 481096856	Goodyear Warranty
16.12	1	225/75R15		$101.63	$12.00	$12.00	N/A	Goodyear, ST225/75R15 117N LR-E ENDURANCE BSW TL Pro Code: 724857519	Goodyear Warranty
16.13	32	235/70R16		$113.03	$12.00	$12.00	N/A	Goodyear 235/70R16 106T SL WRL WORKHORSE AT OWL Pro Code: 480043856	Goodyear Warranty
16.14	4	265/70R16		$131.37	$12.00	$12.00	N/A	Goodyear 265/70R16 112T SL WRL WORKHORSE AT OWL Pro Code: 480045856	Goodyear Warranty

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.15	1	245/75R17		$159.00	$12.00	$12.00	N/A	Goodyear LT245/75R17 E 121S WRL WORKHORSE AT BSL Pro Code: 481104855	Goodyear Warranty
16.16	1	LT285/70R17		$174.00	$12.00	$12.00	N/A	Goodyear LT285/70R17 E 121R WRL WORKHORSE AT OWL Pro Code: 481096856	Goodyear Warranty

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	11R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.2	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.3	1	425/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.4	1	2.5-80-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.5	1	4-5-24		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.6	1	11L-15SL		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.7	1	12.5-80.18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.8	1	13x6.5-6		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.9	1	14.00-24		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.10	1	16.9x30		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.11	1	19-5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.12	1	19.5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.13	1	21x7-12		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.14	1	21x7-18 NMS		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.15	1	23.5R25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.16	1	29.5-25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.17	1	24x12.00		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.18	1	24x12		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.19	1	205/75/15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.20	1	235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.21	1	380/85/24		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.22	1	460/85/38		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.23	1	775/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00
17.24	1	ST235/80R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.25	1	ST235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.26	1	10.00R20		$20.00	$20.00	N/C	$8.00	N/A	N/C
17.27	1	11R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.28	1	12R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.29	1	LT215/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.30	1	225/70R19.5 RSS		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.31	1	225/70R19.5 RSD		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.32	1	235/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.33	1	LT245/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.34	1	A/T 265/70R17 115S M+S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.35	1	LT265/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.36	1	LT275/65R18 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.37	1	275/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.38	1	285/75R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.39	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.40	1	385/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.41	1	445/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.42	1	LT245/75R17 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.43	1	M/T LT275/70R18 LR E		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.44	1	HTP 265/65R18 M+S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.45	1	365/80R20		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.46	1	LT 275/65R18 123/120 S		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.47	1	LT 275/65R18 LR C		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.48	1	225/70R19.5 LR G		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.49	1	225/65R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.50	1	225/65R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.51	1	225/70R19.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.52	1	265/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.53	1	215/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.54	1	LT215/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.55	1	LT235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.56	1	245/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.57	1	275/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.58	1	285/70/17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.59	1	225/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.60	1	235/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.61	1	265/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.62	1	245/75R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.63	1	LT285/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		Per Hour	$65.00
18.2	5 AM Pretrip Inspection Mon-Friday		Per Hour	$65.00
18.3	Repair Call 7AM – 7PM		Once Per Event	$45.00
18.4	Repair Call 7PM – 7AM		Once Per Event	$55.00

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

November 14, 2023

Dalinda Cardenas
Administrative Specialist
City of Edinburg
415 W. University Drive
Edinburg, TX 78540

SUBJECT: Bid #2024-04 New Tires, Retread, and Flat Repair Services

Good Day:

Goodyear Commercial Tire & Service Centers and its location in Edinburg, TX are pleased to respond to your Invitation to Bid.

The products we are proposing are Goodyear brand new automobile, light truck, light commercial truck, and medium truck tires. The precure retreads proposed are made with materials manufactured by Goodyear or its approved vendors, utilizing a Goodyear proprietary design in retread plants approved under the Federal Government's Cooperative Plant Quality Certification process.

Goodyear CT&SC proposes certain changes to the terms and conditions. Please see our Attachment #1 to this letter with our request.

Please contact Juan Dominguez (956-316-4722) should you have any questions.

Sincerely,

Chris Campbell

Senior Director, CTSC

The Goodyear Tire & Rubber Company

Attachment #1: Request for exception, change or modification of the bid terms and conditions for New Tires, Retread, and Flat Repair Services for the City of Edinburg

Original Bid Document Page 7, Instructions, Terms and Conditions, Indemnification Clause: Goodyear requests the below language be added to the indemnification clause.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes provided by the Bidder under this agreement, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Original Bid Document Page 10, Instructions, Terms and Conditions, Termination of Contract: Goodyear requests the below language be added to the Termination of Contract paragraph:

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice, allowing for a cure period of not less than 10 days in the event of an identified cause. The bidder shall be afforded the same right to terminate this contract in the same manner.

Original Bid Document Page 10, Section 3.2 Insurance Requirements: The Goodyear Tire & Rubber Company is self-insured for general liability insurance. Changes made in this section is to reflect our self-insurance.

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to self-insure or carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to self-insure or secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

~~**City's Protective Liability**~~

~~Bodily Injury $250,000 each person/$500,000 each occurrence~~

~~Property Damage $100,000 each occurrence/$100,000 aggregate~~

~~or $500,000 combined single limits~~

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, ~~and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.~~ This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

Contract Document Page 3, Section V, Payment and Fees, Letter E: Goodyear requests deletion of this bullet point.

~~e. Vendor has failed to provide and maintain required insurance;~~

Contract Document, Page 4, Section VI Term of Agreement, Letter B: Goodyear requests the below modification to the paragraph.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement ~~immediately~~ with 10 days notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

Contract Document, Page 5, Section IX Indemnification, Letter A: Goodyear requests the below modification to the paragraph.

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any ~~and all~~ third party clams, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

Note: Inputs in RED

The Goodyear Tire & Rubber Company

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

			% Off Factor	% On Factor
Mdse Group	7905	Police Pursuit	0.5250	0.4750
Mdse Group	7925	Passenger	0.4800	0.5200
Mdse Group	7941	Light Truck	0.4800	0.5200
Mdse Group	1170	Commercial LT	0.6000	0.4000
Mdse Group	7955	Medium Truck	0.6000	0.4000
Mdse Group	7961	OTR Bias	0.3000	0.7000
Mdse Group	7962	OTR Radial	0.3000	0.7000

Select Price Book Date: 2/1/2023

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
724861519	Light Truck	Goodyear	Endurance Trailer	ST205/75R15 107N LR-D ENDURANCE BSW TL	ST205/75R15	NET	$ 183.28	$ 95.31	$ -
724857519	Light Truck	Goodyear	Endurance Trailer	ST225/75R15 117N LR-E ENDURANCE BSW TL	ST225/75R15	NET	$ 207.14	$ 101.63	$ -
480043856	Light Truck	Goodyear	Wrl Workhorse AT	235/70R16 106T SL WRL WORKHORSE AT OWL	235/70R16	NET	$ 231.04	$ 113.03	$ -
480045856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R16 112T SL WRL WORKHORSE AT OWL	265/70R16	NET	$ 268.54	$ 131.37	$ -
481267855	Light Truck	Goodyear	Wrl Workhorse AT	LT225/65R17 D 107S WRL WORKHORSE AT BSL	LT225/65R17	NET	$ 269.05	$ 139.91	$ -
481103855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/75R16 E 120R WRL WORKHORSE AT BSL	LT245/75R16	NET	$ 269.23	$ 140.00	$ -
481746856	Light Truck	Goodyear	Wrl Workhorse AT	LT265/75R16 E 123R WRL WORKHORSE AT OWL	LT265/75R16	NET	$ 282.79	$ 147.05	$ -
734006640	Light Truck	Goodyear	Wrl Territory AT	265/65R18 114T SL WRL TERRITORY AT BSL	265/65R18	NET	$ 286.33	$ 148.89	$ -
744154900	Light Truck	Goodyear	Wrangler HT	LT215/75R15 106/103Q D WRL HT OL BSL TL	LT215/75R15	NET	$ 296.11	$ 153.98	$ -
481120855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/70R17 E 119S WRL WORKHORSE AT BSL	LT245/70R17	NET	$ 294.23	$ 154.56	$ -
481104855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/75R17 E 121S WRL WORKHORSE AT BSL	LT245/75R17	NET	$ 305.77	$ 159.00	$ -
481535855	Light Truck	Goodyear	Wrl Workhorse AT	LT265/70R17 E 121R WRL WORKHORSE AT BSL	LT265/70R17	NET	$ 327.99	$ 170.55	$ -
481965856	Light Truck	Goodyear	Wrl Workhorse AT	LT275/65R18 E 123S WRL WORKHORSE AT OWL	LT275/65R18	NET	$ 359.15	$ 186.76	$ -
139172053	Commercial LT	Goodyear	G647 RSS	225/70R195 G G647 RSS TL	225/70R19.5	NET	$ 771.00	$ 279.94	$ 4.44
139755205	Commercial LT	Goodyear	G622 RSD	225/70R195 128/126N G G622 RSD TL	225/70R19.5	NET	$ 783.29	$ 295.55	$ 4.44
139866674	Commercial LT	Goodyear	Endurance RSA	LT215/85R16 E 115/112Q ENDURANCE RSA TL	LT215/85R16	NET	$ 795.73	$ 311.39	$ -
756680641	Medium Truck	Goodyear	KMAX	235/75R17.5 143J RH KMAX T BLT TL	235/75R17.5	NET	$ 838.53	$ 315.27	$ 23.63
139715674	Commercial LT	Goodyear	Endurance RSA	LT245/75R16 E 120/116Q ENDURANCE RSA TL	LT245/75R16	NET	$ 828.90	$ 324.36	$ -
756912750	Medium Truck	Goodyear	KMAX	215/75R17.5 128M KMAX S TL	215/75R17.5	NET	$ 937.54	$ 352.50	$ 4.44
138179737	Medium Truck	Goodyear	MARATHON RSA	11R225 H MARATHON RSA TL	11R22.5	NET	$ 992.04	$ 394.06	$ 29.39
138835691	Medium Truck	Goodyear	WORKHORSE MSD	11R22.5 146/143J H WORKHORSE MSD TL	11R22.5	NET	$ 996.17	$ 404.43	$ 29.39
756141613	Medium Truck	Goodyear	G289 WHA	315/80R225 L G289 WHA TL	315/80R22.5	NET	$ 1,308.64	$ 495.91	$ 63.32
756256420	Medium Truck	Goodyear	G291 LP	315/80R225 L G291 LP TL	315/80R22.5	NET	$ 1,388.40	$ 518.45	$ 52.83
138799576	Medium Truck	Goodyear	G751 MSA	11R225 H G751 MSA TL	11R22.5	NET	$ 1,478.25	$ 544.30	$ 29.39
138803185	Medium Truck	Goodyear	G182 RSD	11R225 H G182 RSD TL	11R22.5	NET	$ 1,399.56	$ 547.68	$ 29.39
756405753	Medium Truck	Goodyear	Endurance LHS	285/75R245 147/144L H ENDURANCE LHS	285/75R24.5	NET	$ 1,450.04	$ 567.44	$ 31.00
138941185	Medium Truck	Goodyear	G182 RSD	11R245 H G182 RSD TL	11R24.5	NET	$ 1,483.55	$ 580.54	$ 34.59
138302265	Medium Truck	Goodyear	G622 RSD	12R225 H G622 RSD TL	12R22.5	NET	$ 1,524.68	$ 596.64	$ 36.76
138127576	Medium Truck	Goodyear	G751 MSA	12R225 H G751 MSA TL	12R22.5	NET	$ 1,714.80	$ 604.78	$ 36.76
158805643	Medium Truck	Goodyear	Endurance TSD	315/80R225 L ENDURANCE TSD TL	315/80R22.5	NET	$ 1,690.18	$ 661.40	$ 52.83
756967050	Medium Truck	Goodyear	G670 RV	275/80R225 H G670 RV TL	275/80R22.5	NET	$ 1,786.21	$ 698.98	$ 34.59
756160897	Medium Truck	Goodyear	Armor Max MSA	425/65R225 L ARMOR MAX MSA TL	425/65R22.5	NET	$ 2,010.34	$ 699.64	$ 37.33
756160689	Medium Truck	Goodyear	Workhorse MSA	425/65R22.5 165 L WORKHORSE MSA TL	425/65R22.5	NET	$ 1,793.37	$ 725.90	$ 37.33
756513897	Medium Truck	Goodyear	Armor Max MSA	385/65R22.5 158K ARMOR MAX MSA	385/65R22.5	NET	$ 2,129.18	$ 808.86	$ 27.74
756515897	Medium Truck	Goodyear	Armor Max MSA	445/65R22.5 168K ARMOR MAX MSA	445/65R22.5	NET	$ 2,506.03	$ 902.19	$ 41.58
732005563	Police Pursuit	Goodyear	Eagle Enforcer	255/60R18 108V EAG ENFORCER TL	255/60R18	Available	$ 324.21	$ 154.00	$ -
732010563	Police Pursuit	Goodyear	Eagle Enforcer	275/55R20 113V EAG ENFORCER TL	275/55R20	Available	$ 320.00	$ 152.00	$ -
732003558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	225/60R18 100V EAG ENFORCER A/W TL	225/60R18	Available	$ 303.16	$ 144.00	$ -
732008558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	235/50R17 96V EAG ENFORCER A/W TL	235/50R17	Available	$ 298.95	$ 142.00	$ -
732004558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	245/55R18 103V EAG ENFORCER A/W TL	245/55R18	Available	$ 341.05	$ 162.00	$ -
732005558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	255/60R18 108V EAG ENFORCER A/W TL	255/60R18	Available	$ 341.05	$ 162.00	$ -
732001558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	265/60R17 108V EAG ENFORCER A/W TL	265/60R17	Available	$ 315.79	$ 150.00	$ -
732010558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	275/55R20 113V EAG ENFORCER A/W TL	275/55R20	Available	$ 400.00	$ 190.00	$ -
732010567	Police Pursuit	Goodyear	Eagle Enforcer Winter	275/55R20 113V EAGLE ENFORCER WINTER	275/55R20	Available	$ 351.58	$ 167.00	$ -
732003567	Police Pursuit	Goodyear	Eagle Enforcer Winter	225/60R18 100V EAGLE ENFORCER WINTER	225/60R18	Available	$ 286.32	$ 136.00	$ -
732004567	Police Pursuit	Goodyear	Eagle Enforcer Winter	245/55R18 103V EAGLE ENFORCER WINTER	245/55R18	Available	$ 326.32	$ 155.00	$ -
732009563	Police Pursuit	Goodyear	Eagle Enforcer Winter	255/60R18 108V SL EAG ENFORCER WINTER	255/60R18	Available	$ 332.63	$ 158.00	$ -
732006567	Police Pursuit	Goodyear	Eagle Enforcer Winter	265/60R17 108H EAGLE ENFORCER WINTER	265/60R17	Available	$ 295.62	$ 140.42	$ -
104017568	Police Pursuit	Goodyear	Eagle Exhilarate	245/45ZR20 XL 103Y EAGLE EXHILARATE	245/45ZR20	Available	$ 342.22	$ 162.55	$ -
732026500	Police Pursuit	Goodyear	Eagle RS-A	245/55R18 103V EAGLE RS-A VSB TL	245/55R18	Available	$ 293.77	$ 139.54	$ -
732354500	Police Pursuit	Goodyear	Eagle RS-A	P225/60R16 97V S2 EAG RS-A VSBRPTL	P225/60R16	Available	$ 231.58	$ 110.00	$ -
732312500	Police Pursuit	Goodyear	Eagle RS-A	P225/60R18 99W SL EAG RS-A VSBRPTL	P225/60R18	Available	$ 265.09	$ 125.92	$ -
732276500	Police Pursuit	Goodyear	Eagle RS-A	P235/50R18 99W XL EAG RS-A VSB TL	P235/50R18	Available	$ 330.53	$ 157.00	$ -
732002500	Police Pursuit	Goodyear	Eagle RS-A	P235/55R17 98W S2 EAG RS-A VSBRPTL	P235/55R17	Available	$ 261.05	$ 124.00	$ -
732297500	Police Pursuit	Goodyear	Eagle RS-A	P235/55R17 98W S2 EAG RS-A VSBRPTL	P235/55R17	Available	$ 265.26	$ 126.00	$ -
732523500	Police Pursuit	Goodyear	Eagle RS-A	P265/60R17 108V SL EAG RS-A VSBRPTL	P265/60R17	Available	$ 284.21	$ 135.00	$ -
732354148	Police Pursuit	Goodyear	Eagle RS-A Plus	P225/60R16 97V S2 EAG RS-A PLUSVSBRPTL	P225/60R16	Available	$ 242.11	$ 115.00	$ -
109064366	Police Pursuit	Goodyear	Eagle Sport A/S	235/50R17 96W SL EAGLE SPORT A/S VSBTL	235/50R17	Available	$ 208.13	$ 98.86	$ -
147354070	Police Pursuit	Goodyear	Eagle Ultra Grip GW2	P225/60R16 97V S2 EAG UG GW2BCSRPTL	P225/60R16	Available	$ 214.74	$ 102.00	$ -
166041528	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	235/50R18 101V XL EAG UG GW3 VSBTL	235/50R18	Available	$ 320.00	$ 152.00	$ -
166579530	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	P235/55R17 98V S2 EAG UG GW3 VSBRPTL	P235/55R17	Available	$ 263.16	$ 125.00	$ -
748958571	Police Pursuit	Goodyear	Wrangler AT Adventure	LT275/65R18 113S C WRL AT ADVENTURE OWL	LT275/65R18	Available	$ 295.76	$ 140.49	$ -
108028861	Police Pursuit	Goodyear	Wrangler Enforcer AT	LT265/70R18 113H C WRL ENFORCER AT	LT265/70R18	Available	$ 426.61	$ 202.64	$ -
407739374	Passenger	Goodyear	Assurance All-Season	185/60R15 84T SL ASSURANCE ALL-SEASON	185/60R15	Available	$ 129.82	$ 67.51	$ -
407106374	Passenger	Goodyear	Assurance All-Season	185/65R14 86T SL ASSURANCE ALL-SEASON	185/65R14	Available	$ 112.65	$ 58.58	$ -
407259374	Passenger	Goodyear	Assurance All-Season	185/65R15 88T SL ASSURANCE ALL-SEASON	185/65R15	Available	$ 134.38	$ 69.88	$ -
407787374	Passenger	Goodyear	Assurance All-Season	195/55R16 87T SL ASSURANCE ALL-SEASON	195/55R16	Available	$ 172.88	$ 89.90	$ -
407740374	Passenger	Goodyear	Assurance All-Season	195/60R15 88T SL ASSURANCE ALL-SEASON	195/60R15	Available	$ 131.31	$ 68.28	$ -
407477374	Passenger	Goodyear	Assurance All-Season	195/65R15 91T SL ASSURANCE ALL-SEASON	195/65R15	Available	$ 142.44	$ 74.07	$ -
407788374	Passenger	Goodyear	Assurance All-Season	205/50R16 87H SL ASSURANCE ALL-SEASON	205/50R16	Available	$ 173.21	$ 90.07	$ -
407582374	Passenger	Goodyear	Assurance All-Season	205/50R17 89V SL ASSURANCE ALL-SEASON	205/50R17	Available	$ 197.40	$ 102.65	$ -
407781374	Passenger	Goodyear	Assurance All-Season	205/55R16 91H SL ASSURANCE ALL-SEASON	205/55R16	Available	$ 142.79	$ 74.25	$ -
407212374	Passenger	Goodyear	Assurance All-Season	205/60R16 92T SL ASSURANCE ALL-SEASON	205/60R16	Available	$ 161.87	$ 84.17	$ -
407478374	Passenger	Goodyear	Assurance All-Season	205/65R15 94T SL ASSURANCE ALL-SEASON	205/65R15	Available	$ 143.33	$ 74.53	$ -
407780374	Passenger	Goodyear	Assurance All-Season	205/65R16 95H SL ASSURANCE ALL-SEASON	205/65R16	Available	$ 165.95	$ 86.29	$ -
407785374	Passenger	Goodyear	Assurance All-Season	205/70R15 96T SL ASSURANCE ALL-SEASON	205/70R15	Available	$ 130.65	$ 67.94	$ -
407568374	Passenger	Goodyear	Assurance All-Season	215/45R17 87V SL ASSURANCE ALL-SEASON	215/45R17	Available	$ 196.69	$ 102.28	$ -
407790374	Passenger	Goodyear	Assurance All-Season	215/50R17 91H SL ASSURANCE ALL-SEASON	215/50R17	Available	$ 200.29	$ 104.15	$ -
407525374	Passenger	Goodyear	Assurance All-Season	215/55R16 93H SL ASSURANCE ALL-SEASON	215/55R16	Available	$ 168.42	$ 87.58	$ -
407213374	Passenger	Goodyear	Assurance All-Season	215/55R17 94H SL ASSURANCE ALL-SEASON	215/55R17	Available	$ 195.13	$ 101.47	$ -
407562374	Passenger	Goodyear	Assurance All-Season	215/60R16 95T SL ASSURANCE ALL-SEASON	215/60R16	Available	$ 159.68	$ 83.03	$ -
407348374	Passenger	Goodyear	Assurance All-Season	215/60R17 96T SL ASSURANCE ALL-SEASON	215/60R17	Available	$ 188.21	$ 97.87	$ -
407016374	Passenger	Goodyear	Assurance All-Season	215/65R16 98T SL ASSURANCE ALL-SEASON	215/65R16	Available	$ 155.00	$ 80.60	$ -
407719374	Passenger	Goodyear	Assurance All-Season	215/65R17 99T SL ASSURANCE ALL-SEASON	215/65R17	Available	$ 178.86	$ 93.01	$ -
407782374	Passenger	Goodyear	Assurance All-Season	215/70R16 100T SL ASSURANCE ALL-SEASON	215/70R16	Available	$ 179.89	$ 93.54	$ -
407003374	Passenger	Goodyear	Assurance All-Season	225/45R17 91V SL ASSURANCE ALL-SEASON	225/45R17	Available	$ 195.98	$ 101.91	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
407938374	Passenger	Goodyear	Assurance All-Season	225/45R18 91V SL ASSURANCE ALL-SEASON	224/45R18	Available	$ 200.45	**$ 104.23**	$ -
407372374	Passenger	Goodyear	Assurance All-Season	225/50R17 94V SL ASSURANCE ALL-SEASON	225/50R17	Available	$ 196.87	**$ 102.37**	$ -
407165374	Passenger	Goodyear	Assurance All-Season	225/55R16 95H SL ASSURANCE ALL-SEASON	225/55R16	Available	$ 166.90	**$ 86.79**	$ -
407726374	Passenger	Goodyear	Assurance All-Season	225/55R17 97T SL ASSURANCE ALL-SEASON	225/55R17	Available	$ 208.59	**$ 108.47**	$ -
407867374	Passenger	Goodyear	Assurance All-Season	225/55R18 98H SL ASSURANCE ALL-SEASON	225/55R18	Available	$ 217.83	**$ 113.27**	$ -
407930374	Passenger	Goodyear	Assurance All-Season	225/55R19 99V SL ASSURANCE ALL-SEASON	225/55R19	Available	$ 267.82	**$ 139.27**	$ -
407715374	Passenger	Goodyear	Assurance All-Season	225/60R16 98T SL ASSURANCE ALL-SEASON	225/60R16	Available	$ 164.16	**$ 85.36**	$ -
407723374	Passenger	Goodyear	Assurance All-Season	225/60R17 99T SL ASSURANCE ALL-SEASON	225/60R17	Available	$ 200.59	**$ 104.31**	$ -
407795374	Passenger	Goodyear	Assurance All-Season	225/60R18 100H SL ASSURANCE ALL-SEASON	225/60R18	Available	$ 205.39	**$ 106.80**	$ -
407786374	Passenger	Goodyear	Assurance All-Season	225/65R16 100T SL ASSURANCE ALL-SEASON	225/65R16	Available	$ 162.92	**$ 84.72**	$ -
407285374	Passenger	Goodyear	Assurance All-Season	225/65R17 102T SL ASSURANCE ALL-SEASON	225/65R17	Available	$ 192.86	**$ 100.29**	$ -
407378374	Passenger	Goodyear	Assurance All-Season	225/70R16 103T SL ASSURANCE ALL-SEASON	225/70R16	Available	$ 170.27	**$ 88.54**	$ -
407991374	Passenger	Goodyear	Assurance All-Season	235/45R18 94V SL ASSURANCE ALL-SEASON	235/45R18	Available	$ 241.38	**$ 125.52**	$ -
407004374	Passenger	Goodyear	Assurance All-Season	235/50R18 97H SL ASSURANCE ALL-SEASON	235/50R18	Available	$ 214.76	**$ 111.68**	$ -
407599374	Passenger	Goodyear	Assurance All-Season	235/55R17 99T SL ASSURANCE ALL-SEASON	235/55R17	Available	$ 202.61	**$ 105.36**	$ -
407826374	Passenger	Goodyear	Assurance All-Season	235/55R18 100H SL ASSURANCE ALL-SEASON	235/55R18	Available	$ 241.96	**$ 125.82**	$ -
407924374	Passenger	Goodyear	Assurance All-Season	235/55R19 101H SL ASSURANCE ALL-SEASON	235/55R19	Available	$ 281.13	**$ 146.19**	$ -
407784374	Passenger	Goodyear	Assurance All-Season	235/60R16 100T SL ASSURANCE ALL-SEASON	235/60R16	Available	$ 171.69	**$ 89.28**	$ -
407323374	Passenger	Goodyear	Assurance All-Season	235/60R17 102T SL ASSURANCE ALL-SEASON	235/60R17	Available	$ 205.92	**$ 107.08**	$ -
407815374	Passenger	Goodyear	Assurance All-Season	235/60R18 103H SL ASSURANCE ALL-SEASON	235/60R18	Available	$ 236.07	**$ 122.76**	$ -
407207374	Passenger	Goodyear	Assurance All-Season	235/65R16 103T SL ASSURANCE ALL-SEASON	235/65R16	Available	$ 180.41	**$ 93.81**	$ -
407722374	Passenger	Goodyear	Assurance All-Season	235/65R17 104T SL ASSURANCE ALL-SEASON	235/65R17	Available	$ 214.22	**$ 111.39**	$ -
407885374	Passenger	Goodyear	Assurance All-Season	235/65R18 106H SL ASSURANCE ALL-SEASON	235/65R18	Available	$ 238.78	**$ 124.17**	$ -
407866374	Passenger	Goodyear	Assurance All-Season	235/70R16 106T SL ASSURANCE ALL-SEASON	235/70R16	Available	$ 192.02	**$ 99.85**	$ -
407005374	Passenger	Goodyear	Assurance All-Season	245/45R18 96V SL ASSURANCE ALL-SEASON	245/45R18	Available	$ 273.09	**$ 142.01**	$ -
407870374	Passenger	Goodyear	Assurance All-Season	245/50R20 102H SL ASSURANCE ALL-SEASON	245/50R20	Available	$ 254.01	**$ 132.09**	$ -
407971374	Passenger	Goodyear	Assurance All-Season	245/55R19 103V SL ASSURANCE ALL-SEASON	245/55R19	Available	$ 259.16	**$ 134.76**	$ -
407819374	Passenger	Goodyear	Assurance All-Season	245/60R18 105H SL ASSURANCE ALL-SEASON	245/60R18	Available	$ 254.73	**$ 132.46**	$ -
407006374	Passenger	Goodyear	Assurance All-Season	255/50R20 105H SL ASSURANCE ALL-SEASON	255/50R20	Available	$ 268.04	**$ 139.38**	$ -
413524582	Passenger	Goodyear	Assurance ComfortDrive	205/55R16 91H SL ASSURANCE COMFORTDRIVE	205/55R16	Available	$ 199.46	**$ 103.72**	$ -
413570582	Passenger	Goodyear	Assurance ComfortDrive	205/60R16 92V SL ASSURANCE COMFORTDRIVE	205/60R16	Available	$ 197.50	**$ 102.70**	$ -
413780582	Passenger	Goodyear	Assurance ComfortDrive	205/65R16 95H SL ASSURANCE COMFORTDRIVE	205/65R16	Available	$ 198.08	**$ 103.00**	$ -
413032582	Passenger	Goodyear	Assurance ComfortDrive	215/45R17 87V SL ASSURANCE COMFORTDRIVE	215/45R17	Available	$ 238.54	**$ 124.04**	$ -
413941582	Passenger	Goodyear	Assurance ComfortDrive	215/50R17 95V XL ASSURANCE COMFORTDRIVE	215/50R17	Available	$ 237.10	**$ 123.29**	$ -
413507582	Passenger	Goodyear	Assurance ComfortDrive	215/55R16 97H XL ASSURANCE COMFORTDRIVE	215/55R16	Available	$ 200.95	**$ 104.49**	$ -
413340582	Passenger	Goodyear	Assurance ComfortDrive	215/55R17 94V SL ASSURANCE COMFORTDRIVE	215/55R17	Available	$ 236.64	**$ 123.05**	$ -
413810582	Passenger	Goodyear	Assurance ComfortDrive	215/55R18 95H SL ASSURANCE COMFORTDRIVE	215/55R18	Available	$ 270.53	**$ 140.68**	$ -
413571582	Passenger	Goodyear	Assurance ComfortDrive	215/60R16 95V SL ASSURANCE COMFORTDRIVE	215/60R16	Available	$ 194.46	**$ 101.12**	$ -
413546582	Passenger	Goodyear	Assurance ComfortDrive	215/60R17 96H SL ASSURANCE COMFORTDRIVE	215/60R17	Available	$ 228.99	**$ 119.07**	$ -
413002582	Passenger	Goodyear	Assurance ComfortDrive	215/65R16 98V SL ASSURANCE COMFORTDRIVE	215/65R16	Available	$ 198.68	**$ 103.31**	$ -
413567582	Passenger	Goodyear	Assurance ComfortDrive	225/45R17 91V SL ASSURANCE COMFORTDRIVE	225/45R17	Available	$ 243.93	**$ 126.84**	$ -
413017582	Passenger	Goodyear	Assurance ComfortDrive	225/45R18 95V XL ASSURANCE COMFORTDRIVE	225/45R18	Available	$ 262.19	**$ 136.34**	$ -
413509582	Passenger	Goodyear	Assurance ComfortDrive	225/50R17 94V SL ASSURANCE COMFORTDRIVE	225/50R17	Available	$ 251.11	**$ 130.58**	$ -
413003582	Passenger	Goodyear	Assurance ComfortDrive	225/50R18 95V SL ASSURANCE COMFORTDRIVE	225/50R18	Available	$ 290.26	**$ 150.94**	$ -
413502582	Passenger	Goodyear	Assurance ComfortDrive	225/55R17 97V SL ASSURANCE COMFORTDRIVE	225/55R17	Available	$ 254.44	**$ 132.31**	$ -
413033582	Passenger	Goodyear	Assurance ComfortDrive	225/55R18 98V SL ASSURANCE COMFORTDRIVE	225/55R18	Available	$ 271.05	**$ 140.95**	$ -
413019582	Passenger	Goodyear	Assurance ComfortDrive	225/55R19 99V SL ASSURANCE COMFORTDRIVE	225/55R19	Available	$ 315.94	**$ 164.29**	$ -
413005582	Passenger	Goodyear	Assurance ComfortDrive	225/60R17 99H SL ASSURANCE COMFORTDRIVE	225/60R17	Available	$ 248.69	**$ 129.32**	$ -
413363582	Passenger	Goodyear	Assurance ComfortDrive	225/60R18 100H SL ASSURANCE COMFORTDRIVE	225/60R18	Available	$ 262.14	**$ 136.31**	$ -
413517582	Passenger	Goodyear	Assurance ComfortDrive	225/65R17 102H SL ASSURANCE COMFORTDRIVE	225/65R17	Available	$ 244.01	**$ 126.89**	$ -
413021582	Passenger	Goodyear	Assurance ComfortDrive	235/40R19 96V XL ASSURANCE COMFORTDRIVE	235/40R19	Available	$ 299.24	**$ 155.60**	$ -
413871582	Passenger	Goodyear	Assurance ComfortDrive	235/45R18 94V SL ASSURANCE COMFORTDRIVE	235/45R18	Available	$ 283.25	**$ 147.29**	$ -
413025582	Passenger	Goodyear	Assurance ComfortDrive	235/45R19 95H SL ASSURANCE COMFORTDRIVE	235/45R19	Available	$ 299.16	**$ 155.56**	$ -
413018582	Passenger	Goodyear	Assurance ComfortDrive	235/50R18 97V SL ASSURANCE COMFORTDRIVE	235/50R18	Available	$ 294.93	**$ 153.36**	$ -
413024582	Passenger	Goodyear	Assurance ComfortDrive	235/50R19 99V SL ASSURANCE COMFORTDRIVE	235/50R19	Available	$ 300.70	**$ 156.36**	$ -
413319582	Passenger	Goodyear	Assurance ComfortDrive	235/55R17 99H SL ASSURANCE COMFORTDRIVE	235/55R17	Available	$ 264.39	**$ 137.48**	$ -
413496582	Passenger	Goodyear	Assurance ComfortDrive	235/55R18 100V SL ASSURANCE COMFORTDRIVE	235/55R18	Available	$ 303.58	**$ 157.86**	$ -
413965582	Passenger	Goodyear	Assurance ComfortDrive	235/55R19 101V SL ASSURANCE COMFORTDRIVE	235/55R19	Available	$ 303.53	**$ 157.84**	$ -
413022582	Passenger	Goodyear	Assurance ComfortDrive	235/55R20 102V SL ASSURANCE COMFORTDRIVE	235/55R20	Available	$ 308.54	**$ 160.44**	$ -
413488582	Passenger	Goodyear	Assurance ComfortDrive	235/60R17 102H SL ASSURANCE COMFORTDRIVE	235/60R17	Available	$ 260.10	**$ 135.25**	$ -
413006582	Passenger	Goodyear	Assurance ComfortDrive	235/60R18 103V SL ASSURANCE COMFORTDRIVE	235/60R18	Available	$ 289.85	**$ 150.72**	$ -
413188582	Passenger	Goodyear	Assurance ComfortDrive	235/65R17 104H SL ASSURANCE COMFORTDRIVE	235/65R17	Available	$ 265.08	**$ 137.84**	$ -
413011582	Passenger	Goodyear	Assurance ComfortDrive	235/65R18 106V SL ASSURANCE COMFORTDRIVE	235/65R18	Available	$ 290.45	**$ 151.03**	$ -
413027582	Passenger	Goodyear	Assurance ComfortDrive	245/45R17 99V XL ASSURANCE COMFORTDRIVE	245/45R17	Available	$ 276.50	**$ 143.78**	$ -
413010582	Passenger	Goodyear	Assurance ComfortDrive	245/45R18 100V XL ASSURANCE COMFORTDRIVE	245/45R18	Available	$ 330.58	**$ 171.90**	$ -
413927582	Passenger	Goodyear	Assurance ComfortDrive	245/50R20 102V SL ASSURANCE COMFORTDRIVE	245/50R20	Available	$ 310.86	**$ 161.65**	$ -
413014582	Passenger	Goodyear	Assurance ComfortDrive	245/55R19 103V SL ASSURANCE COMFORTDRIVE	245/55R19	Available	$ 302.15	**$ 157.12**	$ -
413012582	Passenger	Goodyear	Assurance ComfortDrive	245/60R18 105V SL ASSURANCE COMFORTDRIVE	245/60R18	Available	$ 303.18	**$ 157.65**	$ -
413028582	Passenger	Goodyear	Assurance ComfortDrive	255/40R19 100V XL ASSURANCE COMFORTDRIVE	255/40R19	Available	$ 344.85	**$ 179.32**	$ -
413030582	Passenger	Goodyear	Assurance ComfortDrive	255/45R20 105V XL ASSURANCE COMFORTDRIVE	255/45R20	Available	$ 321.46	**$ 167.16**	$ -
413031582	Passenger	Goodyear	Assurance ComfortDrive	255/50R19 107V XL ASSURANCE COMFORTDRIVE	255/50R19	Available	$ 340.83	**$ 177.23**	$ -
413037582	Passenger	Goodyear	Assurance ComfortDrive	255/50R20 109V XL ASSURANCE COMFORTDRIVE	255/50R20	Available	$ 309.36	**$ 160.87**	$ -
413929582	Passenger	Goodyear	Assurance ComfortDrive	255/55R20 107H SL ASSURANCE COMFORTDRIVE	255/55R20	Available	$ 303.18	**$ 157.65**	$ -
681030566	Passenger	Goodyear	Assurance Finesse	215/50R18 92H SL ASSURANCE FINESSE	215/50R18	Available	$ 163.18	**$ 84.85**	$ -
681213566	Passenger	Goodyear	Assurance Finesse	215/55R17 94H SL ASSURANCE FINESSE	215/55R17	Available	$ 217.11	**$ 112.90**	$ -
681028566	Passenger	Goodyear	Assurance Finesse	225/55R17 97H SL ASSURANCE FINESSE	225/55R17	Available	$ 225.00	**$ 117.00**	$ -
681019630	Passenger	Goodyear	Assurance Finesse	235/55R19 101H SL ASSURANCE FINESSE	235/55R19	Available	$ 288.54	**$ 150.04**	$ -
681819566	Passenger	Goodyear	Assurance Finesse	245/60R18 105H S1 ASSURANCE FINESSE	245/60R18	Available	$ 208.73	**$ 108.54**	$ -
681004566	Passenger	Goodyear	Assurance Finesse	255/50R20 105H S1 ASSURANCE FINESSE	255/50R20	Available	$ 224.90	**$ 116.95**	$ -
681034566	Passenger	Goodyear	Assurance Finesse	225/65R17 102H SL ASSURANCE FINESSE	225/65R17	Available	$ 240.76	**$ 125.20**	$ -
681880566	Passenger	Goodyear	Assurance Finesse	225/55R18 98V ASSURANCE FINESSE	225/55R18	Available	$ 242.05	**$ 125.87**	$ -
681040566	Passenger	Goodyear	Assurance Finesse	235/55R18 100H SL ASSURANCE FINESSE	235/55R18	Available	$ 257.30	**$ 133.80**	$ -
681039566	Passenger	Goodyear	Assurance Finesse	215/65R17 99H SL ASSURANCE FINESSE	215/65R17	Available	$ 175.83	**$ 91.43**	$ -
681815630	Passenger	Goodyear	Assurance Finesse	235/60R18 103H SL ASSURANCE FINESSE BSL	235/60R18	Available	$ 315.00	**$ 163.80**	$ -
681052566	Passenger	Goodyear	Assurance Finesse	215/55R18 95H SL ASSURANCE FINESSE VSB	215/55R18	Available	$ 257.50	**$ 133.90**	$ -
681935630	Passenger	Goodyear	Assurance Finesse	255/50R20 105T SL ASSURANCE FINESSE	225/55R18	Available	$ 271.25	**$ 141.05**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

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Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
681053566	Passenger	Goodyear	Assurance Finesse	235/45R19 95H SL ASSURANCE FINESSE VSB	235/45R19	Available	$ 292.50	**$ 152.10**	$ -
681056566	Passenger	Goodyear	Assurance Finesse	255/55R20 107V SL ASSURANCE FINESSE	255/55R20	Available	$ 308.03	**$ 160.18**	$ -
738529571	Passenger	Goodyear	Assurance Fuel Max	175/60R16 82H SL ASSURANCE FUEL MAX TL	175/60R16	Available	$ 239.04	**$ 124.30**	$ -
738004571	Passenger	Goodyear	Assurance Fuel Max	255/65R18 111H SL ASSURANCE FUEL MAX TL	255/65R18	Available	$ 295.19	**$ 153.50**	$ -
738524571	Passenger	Goodyear	Assurance Fuel Max	205/55R16 91H SL ASSURANCE FUEL MAX TL	205/55R16	Available	$ 212.02	**$ 110.25**	$ -
738003571	Passenger	Goodyear	Assurance Fuel Max	205/65R16 95H SL ASSUR FUEL MAX (HEV)	205/65R16	Available	$ 172.84	**$ 89.88**	$ -
738735571	Passenger	Goodyear	Assurance Fuel Max	215/55R17 94V SL ASSURANCE FUEL MAX TL	215/55R17	Available	$ 249.46	**$ 129.72**	$ -
738754571	Passenger	Goodyear	Assurance Fuel Max	225/55R17 97V SL ASSURANCE FUEL MAX TL	225/55R17	Available	$ 237.38	**$ 123.44**	$ -
738609571	Passenger	Goodyear	Assurance Fuel Max	P175/65R15 84H SL ASSURANCE FUEL MAX TL	P175/65R15	Available	$ 187.68	**$ 97.59**	$ -
738828571	Passenger	Goodyear	Assurance Fuel Max	P225/55R17 95H SL ASSURANCE FUEL MAX	P225/55R17	Available	$ 189.88	**$ 98.74**	$ -
110489545	Passenger	Goodyear	Assurance MaxLife	195/65R15 91H SL ASSURANCE MAXLIFE VSB	195/65R15	Available	$ 162.28	**$ 84.39**	$ -
110980545	Passenger	Goodyear	Assurance MaxLife	205/50R17 89V SL ASSURANCE MAXLIFE VSB	205/50R17	Available	$ 227.83	**$ 118.47**	$ -
110952545	Passenger	Goodyear	Assurance MaxLife	205/55R16 91H SL ASSURANCE MAXLIFE VSB	205/55R16	Available	$ 180.15	**$ 93.68**	$ -
110953545	Passenger	Goodyear	Assurance MaxLife	205/60R16 92V SL ASSURANCE MAXLIFE VSB	205/60R16	Available	$ 172.35	**$ 89.62**	$ -
110780545	Passenger	Goodyear	Assurance MaxLife	205/65R16 95H SL ASSURANCE MAXLIFE VSB	205/65R16	Available	$ 178.74	**$ 92.94**	$ -
110947545	Passenger	Goodyear	Assurance MaxLife	215/45R17 87V SL ASSURANCE MAXLIFE VSB	215/45R17	Available	$ 236.01	**$ 122.73**	$ -
110977545	Passenger	Goodyear	Assurance MaxLife	215/50R17 95V XL ASSURANCE MAXLIFE VSB	215/50R17	Available	$ 229.61	**$ 119.40**	$ -
110507545	Passenger	Goodyear	Assurance MaxLife	215/55R16 97H XL ASSURANCE MAXLIFE VSB	215/55R16	Available	$ 194.83	**$ 101.31**	$ -
110340545	Passenger	Goodyear	Assurance MaxLife	215/55R17 94V SL ASSURANCE MAXLIFE VSB	215/55R17	Available	$ 217.11	**$ 112.90**	$ -
110571545	Passenger	Goodyear	Assurance MaxLife	215/60R16 95V SL ASSURANCE MAXLIFE VSB	215/60R16	Available	$ 176.81	**$ 91.94**	$ -
110322545	Passenger	Goodyear	Assurance MaxLife	215/60R17 96H SL ASSURANCE MAXLIFE VSB	215/60R17	Available	$ 208.30	**$ 108.32**	$ -
110954545	Passenger	Goodyear	Assurance MaxLife	215/70R16 100H SL ASSURANCE MAXLIFE VSB	215/70R16	Available	$ 223.87	**$ 116.41**	$ -
110567545	Passenger	Goodyear	Assurance MaxLife	225/45R17 91V SL ASSURANCE MAXLIFE VSB	225/45R17	Available	$ 220.02	**$ 114.41**	$ -
110938545	Passenger	Goodyear	Assurance MaxLife	225/45R18 91V SL ASSURANCE MAXLIFE VSB	225/45R18	Available	$ 219.31	**$ 114.04**	$ -
110982545	Passenger	Goodyear	Assurance MaxLife	225/50R17 94V SL ASSURANCE MAXLIFE VSB	225/50R17	Available	$ 229.31	**$ 119.24**	$ -
110502545	Passenger	Goodyear	Assurance MaxLife	225/55R17 97V SL ASSURANCE MAXLIFE VSB	225/55R17	Available	$ 241.40	**$ 125.53**	$ -
110935545	Passenger	Goodyear	Assurance MaxLife	225/55R18 98H SL ASSURANCE MAXLIFE VSB	225/55R18	Available	$ 241.06	**$ 125.35**	$ -
110930545	Passenger	Goodyear	Assurance MaxLife	225/55R19 99V SL ASSURANCE MAXLIFE VSB	225/55R19	Available	$ 303.83	**$ 157.99**	$ -
110407545	Passenger	Goodyear	Assurance MaxLife	225/60R16 98H SL ASSURANCE MAX FE VSB	225/60R16	Available	$ 180.35	**$ 93.78**	$ -
110979545	Passenger	Goodyear	Assurance MaxLife	225/60R17 99H SL ASSURANCE MAXLIFE VSB	225/60R17	Available	$ 241.40	**$ 125.53**	$ -
110363545	Passenger	Goodyear	Assurance MaxLife	225/60R18 100H SL ASSURANCE MAXLIFE VSB	225/60R18	Available	$ 237.20	**$ 123.34**	$ -
110981545	Passenger	Goodyear	Assurance MaxLife	225/65R17 102H SL ASSURANCE MAXLIFE VSB	225/65R17	Available	$ 225.69	**$ 117.36**	$ -
110940545	Passenger	Goodyear	Assurance MaxLife	235/40R18 91V SL ASSURANCE MAXLIFE VSB	235/40R18	Available	$ 245.12	**$ 127.46**	$ -
110918545	Passenger	Goodyear	Assurance MaxLife	235/40R19 96V XL ASSURANCE MAXLIFE VSB	235/40R19	Available	$ 277.76	**$ 144.44**	$ -
110996545	Passenger	Goodyear	Assurance MaxLife	235/45R17 94V SL ASSURANCE MAXLIFE VSB	235/45R17	Available	$ 256.39	**$ 133.32**	$ -
110936545	Passenger	Goodyear	Assurance MaxLife	235/45R18 94V SL ASSURANCE MAXLIFE VSB	235/45R18	Available	$ 263.50	**$ 137.02**	$ -
110931545	Passenger	Goodyear	Assurance MaxLife	235/45R19 95H SL ASSURANCE MAXLIFE VSB	235/45R19	Available	$ 254.31	**$ 132.24**	$ -
110956545	Passenger	Goodyear	Assurance MaxLife	235/50R17 96H SL ASSURANCE MAXLIFE VSB	235/50R17	Available	$ 221.43	**$ 115.14**	$ -
110876545	Passenger	Goodyear	Assurance MaxLife	235/50R18 97V SL ASSURANCE MAXLIFE VSB	235/50R18	Available	$ 273.62	**$ 142.28**	$ -
110933545	Passenger	Goodyear	Assurance MaxLife	235/50R19 99V SL ASSURANCE MAXLIFE VSB	235/50R19	Available	$ 296.66	**$ 154.26**	$ -
110319545	Passenger	Goodyear	Assurance MaxLife	235/55R17 99H SL ASSURANCE MAXLIFE VSB	235/55R17	Available	$ 237.97	**$ 123.74**	$ -
110496545	Passenger	Goodyear	Assurance MaxLife	235/55R18 100V SL ASSURANCE MAXLIFE VSB	235/55R18	Available	$ 291.78	**$ 151.73**	$ -
110883545	Passenger	Goodyear	Assurance MaxLife	235/55R19 101V SL ASSURANCE MAXLIFE VSB	235/55R19	Available	$ 296.01	**$ 153.93**	$ -
110928545	Passenger	Goodyear	Assurance MaxLife	235/55R20 102V SL ASSURANCE MAXLIFE VSB	235/55R20	Available	$ 284.81	**$ 148.10**	$ -
110488545	Passenger	Goodyear	Assurance MaxLife	235/60R17 102H SL ASSURANCE MAXLIFE VSB	235/60R17	Available	$ 244.49	**$ 127.13**	$ -
110934545	Passenger	Goodyear	Assurance MaxLife	235/60R18 103V SL ASSURANCE MAXLIFE VSB	235/60R18	Available	$ 283.80	**$ 147.58**	$ -
110188545	Passenger	Goodyear	Assurance MaxLife	235/65R17 104H SL ASSURANCE MAXLIFE VSB	235/65R17	Available	$ 249.52	**$ 129.75**	$ -
110022545	Passenger	Goodyear	Assurance MaxLife	235/65R18 106V SL ASSURANCE MAXLIFE VSB	235/65R18	Available	$ 281.67	**$ 146.47**	$ -
110927545	Passenger	Goodyear	Assurance MaxLife	245/50R20 102V SL ASSURANCE MAXLIFE VSB	245/50R20	Available	$ 287.23	**$ 149.36**	$ -
110971545	Passenger	Goodyear	Assurance MaxLife	245/55R19 103V SL ASSURANCE MAXLIFE VSB	245/55R19	Available	$ 287.83	**$ 149.67**	$ -
110819545	Passenger	Goodyear	Assurance MaxLife	245/60R18 105H SL ASSURANCE MAXLIFE VSB	245/60R18	Available	$ 285.35	**$ 148.38**	$ -
110002545	Passenger	Goodyear	Assurance MaxLife	255/50R20 105H SL ASSURANCE MAXLIFE VSB	255/50R20	ontinued - Low Inver	$ 291.59	**$ 151.63**	$ -
110929545	Passenger	Goodyear	Assurance MaxLife	255/55R20 107H SL ASSURANCE MAXLIFE VSB	255/55R20	Available	$ 287.83	**$ 149.67**	$ -
110957545	Passenger	Goodyear	Assurance MaxLife	265/60R18 110H SL ASSURANCE MAXLIFE VSB	265/60R18	Available	$ 288.06	**$ 149.79**	$ -
110939545	Passenger	Goodyear	Assurance MaxLife	P215/55R18 94H SL ASSURANCE MAXLIFE VSB	P215/55R18	Available	$ 252.77	**$ 131.44**	$ -
110943545	Passenger	Goodyear	Assurance MaxLife	P215/65R17 98V SL ASSURANCE MAXLIFE VSB	P215/65R17	Available	$ 212.38	**$ 110.44**	$ -
110932545	Passenger	Goodyear	Assurance MaxLife	P255/60R19 108H SL ASSURANCE MAXLIFE VSB	P255/60R19	Available	$ 285.71	**$ 148.57**	$ -
110067545	Passenger	Goodyear	Assurance MaxLife	255/50R20 105V SL ASSURANCE MAXLIFE VSB	255/50R20	Available	$ 301.08	**$ 156.56**	$ -
767820537	Passenger	Goodyear	Assurance WeatherReady	195/55R16 87H SL ASSURANCE WEATHERREADY	195/55R16	Available	$ 211.82	**$ 110.15**	$ -
767928537	Passenger	Goodyear	Assurance WeatherReady	235/55R20 102V SL ASSURANCE WEATHERREADY	235/55R20	Available Q3 2022	$ 315.19	**$ 163.90**	$ -
767489537	Passenger	Goodyear	Assurance WeatherReady	195/65R15 91H SL ASSURANCE WEATHERREADY	195/65R15	Available	$ 187.90	**$ 97.71**	$ -
767524537	Passenger	Goodyear	Assurance WeatherReady	205/55R16 91H SL ASSURANCE WEATHERREADY	205/55R16	Available	$ 205.80	**$ 107.02**	$ -
767570537	Passenger	Goodyear	Assurance WeatherReady	205/60R16 92V SL ASSURANCE WEATHERREADY	205/60R16	Available	$ 205.13	**$ 106.67**	$ -
767780537	Passenger	Goodyear	Assurance WeatherReady	205/65R16 95H SL ASSURANCE WEATHERREADY	205/65R16	Available	$ 205.94	**$ 107.09**	$ -
767568537	Passenger	Goodyear	Assurance WeatherReady	215/45R17 87V SL ASSURANCE WEATHERREADY	215/45R17	Available	$ 255.08	**$ 132.64**	$ -
767966537	Passenger	Goodyear	Assurance WeatherReady	215/50R17 95V XL ASSURANCE WEATHERREADY	215/50R17	Available	$ 249.58	**$ 129.78**	$ -
767507537	Passenger	Goodyear	Assurance WeatherReady	215/55R16 97H XL ASSURANCE WEATHERREADY	215/55R16	Available	$ 212.95	**$ 110.73**	$ -
767340537	Passenger	Goodyear	Assurance WeatherReady	215/55R17 94V SL ASSURANCE WEATHERREADY	215/55R17	Available	$ 243.95	**$ 126.85**	$ -
767007537	Passenger	Goodyear	Assurance WeatherReady	215/55R18 95H SL ASSURANCE WEATHERREADY	215/55R18	Available	$ 282.12	**$ 146.70**	$ -
767829537	Passenger	Goodyear	Assurance WeatherReady	215/60R16 95H SL ASSURANCE WEATHERREADY	215/60R16	Available	$ 202.04	**$ 105.06**	$ -
767322537	Passenger	Goodyear	Assurance WeatherReady	215/60R17 96H SL ASSURANCE WEATHERREADY	215/60R17	Available	$ 242.79	**$ 126.25**	$ -
767874537	Passenger	Goodyear	Assurance WeatherReady	215/65R16 98H SL ASSURANCE WEATHERREADY	215/65R16	Available	$ 210.99	**$ 109.71**	$ -
767875537	Passenger	Goodyear	Assurance WeatherReady	215/65R17 99H SL ASSURANCE WEATHERREADY	215/65R17	Available	$ 246.51	**$ 128.19**	$ -
767782537	Passenger	Goodyear	Assurance WeatherReady	215/70R16 100T SL ASSURANCE WEATHERREADY	215/70R16	Available	$ 259.00	**$ 134.68**	$ -
767906537	Passenger	Goodyear	Assurance WeatherReady	225/45R18 95V XL ASSURANCE WEATHERREADY	225/45R18	Available	$ 277.84	**$ 144.48**	$ -
767372537	Passenger	Goodyear	Assurance WeatherReady	225/50R17 94V SL ASSURANCE WEATHERREADY	225/50R17	Available	$ 277.59	**$ 144.35**	$ -
767753537	Passenger	Goodyear	Assurance WeatherReady	225/55R17 97H SL ASSURANCE WEATHERREADY	225/55R17	Available	$ 258.63	**$ 134.49**	$ -
767880537	Passenger	Goodyear	Assurance WeatherReady	225/55R18 98V SL ASSURANCE WEATHERREADY	225/55R18	Available	$ 286.40	**$ 148.93**	$ -
767407537	Passenger	Goodyear	Assurance WeatherReady	225/60R16 98H SL ASSURANCE WEATHERREADY	225/60R16	Available	$ 215.30	**$ 111.96**	$ -
767366537	Passenger	Goodyear	Assurance WeatherReady	225/60R17 99H SL ASSURANCE WEATHERREADY	225/60R17	Available	$ 266.83	**$ 138.75**	$ -
767363537	Passenger	Goodyear	Assurance WeatherReady	225/60R18 100H SL ASSURANCE WEATHERREADY	225/60R18	Available	$ 282.79	**$ 147.05**	$ -
767517537	Passenger	Goodyear	Assurance WeatherReady	225/65R17 102H SL ASSURANCE WEATHERREADY	225/65R17	Available	$ 253.64	**$ 131.89**	$ -
767378537	Passenger	Goodyear	Assurance WeatherReady	225/70R16 103T SL ASSURANCE WEATHERREADY	225/70R16	Available	$ 251.28	**$ 130.67**	$ -
767881537	Passenger	Goodyear	Assurance WeatherReady	235/45R17 97V XL ASSURANCE WEATHERREADY	235/45R17	Available	$ 293.95	**$ 152.85**	$ -
767871537	Passenger	Goodyear	Assurance WeatherReady	235/45R18 94V SL ASSURANCE WEATHERREADY	235/45R18	Available	$ 297.99	**$ 154.95**	$ -
767968537	Passenger	Goodyear	Assurance WeatherReady	235/45R19 95V SL ASSURANCE WEATHERREADY	235/45R19	Available	$ 308.09	**$ 160.21**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
767970537	Passenger	Goodyear	Assurance WeatherReady	235/50R17 96V SL ASSURANCE WEATHERREADY	235/50R17	Available	$ 249.20	**$ 129.58**	$ -
767876537	Passenger	Goodyear	Assurance WeatherReady	235/50R18 97V SL ASSURANCE WEATHERREADY	235/50R18	Available	$ 303.53	**$ 157.84**	$ -
767010537	Passenger	Goodyear	Assurance WeatherReady	235/50R19 99V SL ASSURANCE WEATHERREADY	235/50R19	Available	$ 317.49	**$ 165.09**	$ -
767181537	Passenger	Goodyear	Assurance WeatherReady	235/55R17 99H SL ASSURANCE WEATHERREADY	235/55R17	Available	$ 283.96	**$ 147.66**	$ -
767877537	Passenger	Goodyear	Assurance WeatherReady	235/55R18 100V SL ASSURANCE WEATHERREADY	235/55R18	Available	$ 315.08	**$ 163.84**	$ -
767883537	Passenger	Goodyear	Assurance WeatherReady	235/55R19 101V SL ASSURANCE WEATHERREADY	235/55R19	Available	$ 314.92	**$ 163.76**	$ -
767488537	Passenger	Goodyear	Assurance WeatherReady	235/60R17 102H SL ASSURANCE WEATHERREADY	235/60R17	Available	$ 266.00	**$ 138.32**	$ -
767815537	Passenger	Goodyear	Assurance WeatherReady	235/60R18 103H SL ASSURANCE WEATHERREADY	235/60R18	Available	$ 311.16	**$ 161.80**	$ -
767188537	Passenger	Goodyear	Assurance WeatherReady	235/65R17 104H SL ASSURANCE WEATHERREADY	235/65R17	Available	$ 275.88	**$ 143.46**	$ -
767885537	Passenger	Goodyear	Assurance WeatherReady	235/65R18 106H SL ASSURANCE WEATHERREADY	235/65R18	Available	$ 302.54	**$ 157.32**	$ -
767014537	Passenger	Goodyear	Assurance WeatherReady	245/45R18 100V XL ASSUR WEATHERREADY	245/45R18	Available	$ 340.77	**$ 177.20**	$ -
767870537	Passenger	Goodyear	Assurance WeatherReady	245/50R20 102H SL ASSURANCE WEATHERREADY	245/50R20	Available	$ 338.55	**$ 176.05**	$ -
767890537	Passenger	Goodyear	Assurance WeatherReady	245/55R19 103H SL ASSURANCE WEATHERREADY	245/55R19	Available	$ 320.50	**$ 166.66**	$ -
767819537	Passenger	Goodyear	Assurance WeatherReady	245/60R18 105H SL ASSURANCE WEATHERREADY	245/60R18	Available	$ 326.15	**$ 169.60**	$ -
767905537	Passenger	Goodyear	Assurance WeatherReady	255/50R19 107H XL ASSURANCE WEATHERREADY	255/50R19	Available	$ 360.16	**$ 187.28**	$ -
767967537	Passenger	Goodyear	Assurance WeatherReady	255/50R20 109V XL ASSURANCE WEATHERREADY	255/50R20	Available	$ 315.85	**$ 164.24**	$ -
767903537	Passenger	Goodyear	Assurance WeatherReady	255/55R18 109V XL ASSURANCE WEATHERREADY	255/55R18	Available	$ 354.84	**$ 184.52**	$ -
767891537	Passenger	Goodyear	Assurance WeatherReady	255/55R20 110H XL ASSURANCE WEATHERREADY	255/55R20	Available	$ 323.84	**$ 168.40**	$ -
767892537	Passenger	Goodyear	Assurance WeatherReady	255/60R19 109H SL ASSURANCE WEATHERREADY	255/60R19	Available	$ 315.95	**$ 164.29**	$ -
767894537	Passenger	Goodyear	Assurance WeatherReady	255/65R18 111T SL ASSURANCE WEATHERREADY	255/65R18	Available	$ 331.09	**$ 172.17**	$ -
767957537	Passenger	Goodyear	Assurance WeatherReady	265/60R18 110H SL ASSURANCE WEATHERREADY	265/60R18	Available	$ 326.97	**$ 170.02**	$ -
104040390	Passenger	Goodyear	Eag F1 Asym A/S ROF	245/40R20 95V EAGLE F1 ASYM A/S ROF	245/40R20	Available	$ 315.66	**$ 164.14**	$ -
784287347	Passenger	Goodyear	Eag F1 Asym SUV	255/50R19 SL EAG F1 ASYM SUV MO L	255/50R19	Available	$ 299.71	**$ 155.85**	$ -
112072591	Passenger	Goodyear	Eag F1 SuperSport	255/35ZR20 (97Y) EAG F1 SUPERSPORTNA0	255/35R20	Available	$ 638.65	**$ 332.10**	$ -
112071591	Passenger	Goodyear	Eag F1 SuperSport	315/30ZR21 (105Y) EAG F1 SUPERSPORTNA 0	315/30R21	Available	$ 739.35	**$ 384.46**	$ -
104001568	Passenger	Goodyear	Eagle Exhilarate	215/45ZR17 XL 91W EAGLE EXHILARATE	215/45ZR17	Available	$ 208.05	**$ 108.19**	$ -
104042568	Passenger	Goodyear	Eagle Exhilarate	265/40ZR22 XL 106Y EAGLE EXHILARATE	265/40ZR22	Available	$ 433.76	**$ 225.56**	$ -
104002568	Passenger	Goodyear	Eagle Exhilarate	225/40ZR18 XL 92Y EAGLE EXHILARATE	225/40ZR18	Available	$ 232.04	**$ 120.66**	$ -
104003568	Passenger	Goodyear	Eagle Exhilarate	225/40ZR19 XL 93Y EAGLE EXHILARATE	225/40ZR19	Available	$ 304.04	**$ 158.10**	$ -
104004568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR17 XL 94W EAGLE EXHILARATE	225/45ZR17	Available	$ 191.93	**$ 99.80**	$ -
104005568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR18 XL 95Y EAGLE EXHILARATE	225/45ZR18	Available	$ 264.49	**$ 137.53**	$ -
104006568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR19 XL 96W EAGLE EXHILARATE	225/45ZR19	Available	$ 301.60	**$ 156.83**	$ -
104007568	Passenger	Goodyear	Eagle Exhilarate	225/50ZR18 SL 95W EAGLE EXHILARATE	225/50ZR18	Available	$ 243.54	**$ 126.64**	$ -
104008568	Passenger	Goodyear	Eagle Exhilarate	235/35ZR19 XL 91Y EAGLE EXHILARATE	235/35ZR19	Available	$ 298.96	**$ 155.46**	$ -
104033568	Passenger	Goodyear	Eagle Exhilarate	235/40R19 XL 96Y EAGLE EXHILARATE	235/40R19	Available	$ 317.74	**$ 165.22**	$ -
104046568	Passenger	Goodyear	Eagle Exhilarate	215/45ZR18 XL 93Y EAGLE EXHILARATE	215/45ZR18	Available	$ 230.63	**$ 119.93**	$ -
104009568	Passenger	Goodyear	Eagle Exhilarate	235/40ZR18 XL 95Y EAGLE EXHILARATE	235/40ZR18	Available	$ 267.71	**$ 139.21**	$ -
104036568	Passenger	Goodyear	Eagle Exhilarate	245/35R19 XL 93Y EAGLE EXHILARATE	245/35R19	Available	$ 336.89	**$ 175.18**	$ -
104010568	Passenger	Goodyear	Eagle Exhilarate	245/35ZR18 XL 92Y EAGLE EXHILARATE	245/35ZR18	Available	$ 281.11	**$ 146.18**	$ -
104011568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR18 XL 97Y EAGLE EXHILARATE	245/40ZR18	Available	$ 275.78	**$ 143.41**	$ -
104012568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR19 XL 98Y EAGLE EXHILARATE	245/40ZR19	Available	$ 330.02	**$ 171.61**	$ -
104013568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR20 XL 99Y EAGLE EXHILARATE	245/40ZR20	Available	$ 366.68	**$ 190.67**	$ -
104014568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR17 XL 99Y EAGLE EXHILARATE	245/45ZR17	Available	$ 256.48	**$ 133.37**	$ -
104015568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR18 XL 100Y EAGLE EXHILARATE	245/45ZR18	Available	$ 261.26	**$ 135.86**	$ -
104016568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR19 XL 102Y EAGLE EXHILARATE	245/45ZR19	Available	$ 330.65	**$ 171.94**	$ -
104039568	Passenger	Goodyear	Eagle Exhilarate	245/50ZR19 XL 105W EAGLE EXHILARATE	245/50ZR19	Available	$ 328.50	**$ 170.82**	$ -
104018568	Passenger	Goodyear	Eagle Exhilarate	255/35ZR18 XL 94Y EAGLE EXHILARATE	255/35ZR18	Available	$ 330.02	**$ 171.61**	$ -
104019568	Passenger	Goodyear	Eagle Exhilarate	255/35ZR19 XL 96Y EAGLE EXHILARATE	255/35ZR19	Available	$ 336.12	**$ 174.78**	$ -
104020568	Passenger	Goodyear	Eagle Exhilarate	255/40ZR18 XL 99Y EAGLE EXHILARATE	255/40ZR18	Available	$ 297.94	**$ 154.93**	$ -
104021568	Passenger	Goodyear	Eagle Exhilarate	255/40ZR19 XL 100Y EAGLE EXHILARATE	255/40ZR19	Available	$ 354.13	**$ 184.15**	$ -
104022568	Passenger	Goodyear	Eagle Exhilarate	255/45ZR19 XL 104Y EAGLE EXHILARATE	255/45ZR19	Available	$ 372.78	**$ 193.85**	$ -
104023568	Passenger	Goodyear	Eagle Exhilarate	255/50ZR19 XL 107W EAGLE EXHILARATE	255/50ZR19	Available	$ 386.56	**$ 201.01**	$ -
104024568	Passenger	Goodyear	Eagle Exhilarate	265/35ZR19 XL 98Y EAGLE EXHILARATE	265/35ZR19	Available	$ 366.68	**$ 190.67**	$ -
104025568	Passenger	Goodyear	Eagle Exhilarate	265/35ZR20 XL 99Y EAGLE EXHILARATE	265/35ZR20	Available	$ 478.24	**$ 248.68**	$ -
104026568	Passenger	Goodyear	Eagle Exhilarate	275/30ZR20 XL 97Y EAGLE EXHILARATE	275/30ZR20	Available	$ 383.85	**$ 199.60**	$ -
104034568	Passenger	Goodyear	Eagle Exhilarate	275/35R19 XL 100Y EAGLE EXHILARATE	275/35R19	Available	$ 357.65	**$ 185.98**	$ -
104035568	Passenger	Goodyear	Eagle Exhilarate	275/35R20 XL 102Y EAGLE EXHILARATE	275/35R20	Available	$ 344.86	**$ 179.33**	$ -
104027568	Passenger	Goodyear	Eagle Exhilarate	275/35ZR18 SL 95Y EAGLE EXHILARATE	275/35ZR18	Available	$ 357.53	**$ 185.92**	$ -
104028568	Passenger	Goodyear	Eagle Exhilarate	275/40ZR18 SL 99Y EAGLE EXHILARATE	275/40ZR18	Available	$ 364.22	**$ 189.39**	$ -
104029568	Passenger	Goodyear	Eagle Exhilarate	275/40ZR20 XL 106Y EAGLE EXHILARATE	275/40ZR20	Available	$ 378.94	**$ 197.05**	$ -
104030568	Passenger	Goodyear	Eagle Exhilarate	275/45ZR20 XL 110Y EAGLE EXHILARATE	275/45ZR20	Available	$ 382.46	**$ 198.88**	$ -
104032568	Passenger	Goodyear	Eagle Exhilarate	285/35ZR19 SL 99Y EAGLE EXHILARATE	285/35ZR19	Available	$ 418.65	**$ 217.70**	$ -
104057568	Passenger	Goodyear	Eagle Exhilarate	205/45ZR17 XL 88W EAGLE EXHILARATE	205/45ZR17	Available	$ 211.28	**$ 109.87**	$ -
104045568	Passenger	Goodyear	Eagle Exhilarate	235/45ZR17 XL 97W EAGLE EXHILARATE	235/45ZR17	Available	$ 219.33	**$ 114.05**	$ -
104049568	Passenger	Goodyear	Eagle Exhilarate	275/40ZR19 XL 101Y EAGLE EXHILARATE	275/40ZR19	Available	$ 406.98	**$ 211.63**	$ -
104053568	Passenger	Goodyear	Eagle Exhilarate	255/55ZR19 XL 111Y EAGLE EXHILARATE	255/55ZR19	Available	$ 384.22	**$ 199.79**	$ -
104056568	Passenger	Goodyear	Eagle Exhilarate	285/30ZR20 XL 99Y EAGLE EXHILARATE	285/30ZR20	Available	$ 386.90	**$ 201.19**	$ -
104052568	Passenger	Goodyear	Eagle Exhilarate	245/35ZR20 XL 95Y EAGLE EXHILARATE	245/35ZR20	Available	$ 348.08	**$ 181.00**	$ -
104047568	Passenger	Goodyear	Eagle Exhilarate	255/35ZR20 XL 97Y EAGLE EXHILARATE	255/35ZR20	Available	$ 344.06	**$ 178.91**	$ -
104055568	Passenger	Goodyear	Eagle Exhilarate	285/35ZR20 XL 104Y EAGLE EXHILARATE	285/35ZR20	Available	$ 354.77	**$ 184.48**	$ -
104054568	Passenger	Goodyear	Eagle Exhilarate	315/35ZR20 XL 110Y EAGLE EXHILARATE	315/35ZR20	Available	$ 465.68	**$ 242.15**	$ -
104051568	Passenger	Goodyear	Eagle Exhilarate	295/40ZR20 XL 106Y EAGLE EXHILARATE	295/40ZR20	Available	$ 528.93	**$ 275.04**	$ -
104048568	Passenger	Goodyear	Eagle Exhilarate	255/45ZR20 XL 105W EAGLE EXHILARATE	255/45ZR20	Available	$ 327.99	**$ 170.55**	$ -
104050568	Passenger	Goodyear	Eagle Exhilarate	295/35ZR21 XL 107Y EAGLE EXHILARATE	295/35ZR21	Available	$ 496.68	**$ 258.27**	$ -
104044568	Passenger	Goodyear	Eagle Exhilarate	295/40ZR21 XL 111W EAGLE EXHILARATE	295/40ZR21	Available	$ 504.71	**$ 262.45**	$ -
104058568	Passenger	Goodyear	Eagle Exhilarate	275/40R22 XL 108Y EAGLE EXHILARATE	275/40R22	Available Late 2022	$ 429.56	**$ 223.37**	$ -
784044359	Passenger	Goodyear	Eagle F1 Asy 2	225/40R19 89Y SL EAGLE F1 ASYM2 ROF	225/40R19	Available	$ 437.50	**$ 227.50**	$ -
784140359	Passenger	Goodyear	Eagle F1 Asy 2	245/35R19 93Y XL EAG F1 ASYM2 MOE R ROF	245/35R19	Available	$ 492.13	**$ 255.91**	$ -
784318348	Passenger	Goodyear	Eagle F1 Asy 2	265/30R19 93Y XL EAGLE F1 ASYMMETRIC2	265/30R19	Available	$ 343.34	**$ 178.54**	$ -
784066348	Passenger	Goodyear	Eagle F1 Asy 2	265/45ZR18 101Y SL EAGLE F1 ASYM 2 NO R	265/45ZR18	Available	$ 471.99	**$ 245.43**	$ -
784360348	Passenger	Goodyear	Eagle F1 Asy 2	275/30R19 96Y XL EAGLE F1 ASYMMETRIC2	275/30R19	Available	$ 466.44	**$ 242.55**	$ -
784075348	Passenger	Goodyear	Eagle F1 Asy 2	285/35R19 99Y SL EAGLE F1 ASYMMETRIC2	285/35R19	Available	$ 438.36	**$ 227.95**	$ -
783448388	Passenger	Goodyear	Eagle F1 Asy 3	225/35R19 88Y XL EAGLE F1 ASYMMETRIC 3	225/35R19	Available	$ 325.04	**$ 169.02**	$ -
783390388	Passenger	Goodyear	Eagle F1 Asy 3	245/40ZR20 95Y EAGLE F1 ASYMMETRIC 3	245/40ZR20	Available	$ 463.00	**$ 240.76**	$ -
783390385	Passenger	Goodyear	Eagle F1 Asy 3	245/40ZR20 95Y EAGLE F1 ASYMMETRIC3 ROF	245/40ZR20	Available	$ 467.56	**$ 243.13**	$ -
783407388	Passenger	Goodyear	Eagle F1 Asy 3	265/35R22 102W EAGLE F1 ASYMMETRIC 3	265/35R22	Available	$ 241.29	**$ 125.47**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
783407394	Passenger	Goodyear	Eagle F1 Asy 3	265/35R22 102W EAGLE F1 ASYMMETRIC 3 SCT	265/35R22	Available	$ 363.69	**$ 189.12**	$ -
783226572	Passenger	Goodyear	Eagle F1 Asy 3	265/40R20 104Y EAGLE F1 ASYM 3 AO	265/40R20	Available	$ 348.09	**$ 181.01**	$ -
783137544	Passenger	Goodyear	Eagle F1 Asy 3	265/45R21 108H XL EAGLE F1 ASYM 3 SUV A0	265/45R21	Available	$ 533.48	**$ 277.41**	$ -
783400385	Passenger	Goodyear	Eagle F1 Asy 3	275/35ZR20 98Y EAGLE F1 ASYMMETRIC3 ROF	275/35ZR20	Available	$ 473.01	**$ 245.97**	$ -
783411388	Passenger	Goodyear	Eagle F1 Asy 3	285/35R22 106W EAGLE F1 ASYMMETRIC 3	285/35R22	Available	$ 240.58	**$ 125.10**	$ -
783411394	Passenger	Goodyear	Eagle F1 Asy 3	285/35R22 106W EAGLE F1 ASYMMETRIC 3 SCT	285/35R22	Available	$ 389.44	**$ 202.51**	$ -
783428385	Passenger	Goodyear	Eagle F1 Asy 3	P245/40ZR18 93Y EAGLE F1 ASYMMETRIC3 ROF	P245/40ZR18	Available	$ 427.91	**$ 222.51**	$ -
783432385	Passenger	Goodyear	Eagle F1 Asy 3	P285/35ZR19 99Y EAGLE F1 ASYMMETRIC3 ROF	P285/35ZR19	Available	$ 530.34	**$ 275.78**	$ -
783723385	Passenger	Goodyear	Eagle F1 Asy 3 ROF	275/30R20 97Y XL EF1 ASYM3 ROF * RSC MOE	275/30R20	Available	$ 677.09	**$ 352.09**	$ -
783152388	Passenger	Goodyear	Eagle F1 Asym 3	205/45R17 88W EAGLE F1 ASYM 3 STR MINI	205/45R17	Available	$ 222.21	**$ 115.55**	$ -
783125388	Passenger	Goodyear	Eagle F1 Asym 3	245/35ZR20 (95Y) XL EAGLE F1 ASYM 3 NA0	245/35ZR20	Available	$ 430.60	**$ 223.91**	$ -
783126388	Passenger	Goodyear	Eagle F1 Asym 3	305/30ZR21 (104Y) XL EAGLE F1 ASYM 3 NA0	305/30ZR21	Available	$ 661.74	**$ 344.10**	$ -
783149385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	205/40R18 86W EAGLE F1 ASYMMETRIC3 ROF	205/40R18	Available	$ 314.19	**$ 163.38**	$ -
783100385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	205/45R17 88W EAGLE F1 ASYMMETRIC3 ROF	205/45R17	Available	$ 282.59	**$ 146.95**	$ -
783147385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	225/40R20 94Y EAGLE F1 ASYMM3 ROF STRRSC	225/40R20	Available	$ 484.15	**$ 251.76**	$ -
783153385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	225/45R19 96W EAGLE F1 ASYMM3 ROF STRRSC	225/45R19	Available	$ 455.30	**$ 236.76**	$ -
783406394	Passenger	Goodyear	Eagle F1 Asym 3 SCT	265/35R21 101Y EAGLE F1 ASYM 3 AO SCT	265/35R21	Available	$ 491.72	**$ 255.69**	$ -
103001588	Passenger	Goodyear	Eagle F1 Asym 5	255/40R20 101W XL EAGLE F1 ASYM 5 T0	255/40R20	Available	$ 370.26	**$ 192.54**	$ -
103007595	Passenger	Goodyear	Eagle F1 Asym 5	255/50R19 107Y XL EAGLE F1 ASYM 5 ST FP	255/50R19	Available	$ 524.47	**$ 272.72**	$ -
103002589	Passenger	Goodyear	Eagle F1 Asym 5 SCT	255/40R20 101W XL EAGLE F1 ASYM 5 SCT T0	255/40R20	Available	$ 417.35	**$ 217.02**	$ -
104504357	Passenger	Goodyear	Eagle F1 Asym A/S	235/40R19 96W EAGLE F1 ASYM ALL-SEASON	235/40R19	Available	$ 331.79	**$ 172.53**	$ -
104207357	Passenger	Goodyear	Eagle F1 Asym A/S	235/50R18 97W EAGLE F1 ASYM ALL-SEASON	235/50R18	Available	$ 260.23	**$ 135.32**	$ -
104388357	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R19 94W EAGLE F1 ASYM ALL-SEASON	245/40R19	Available	$ 292.49	**$ 152.09**	$ -
104433393	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R20 99W EAGLE F1 ASYM A/S SCT	245/40R20	Available	$ 438.47	**$ 228.00**	$ -
104433357	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R20 99W EAGLE F1 ASYM ALL-SEASON	245/40R20	Available	$ 381.40	**$ 198.33**	$ -
104436357	Passenger	Goodyear	Eagle F1 Asym A/S	265/35R20 99W EAGLE F1 ASYM ALL-SEASON	265/35R20	Available	$ 464.04	**$ 241.30**	$ -
784116398	Passenger	Goodyear	Eagle F1 Asym SUV	235/50R20 104W XL EAG F1 ASYM SUV AT JLR	235/50R20	Available	$ 410.08	**$ 213.24**	$ -
784135398	Passenger	Goodyear	Eagle F1 Asym SUV	235/50R20 104W XL EAGF1ASYMSUVAT SCT JLR	235/50R20	Available	$ 419.64	**$ 218.21**	$ -
784037398	Passenger	Goodyear	Eagle F1 Asym SUV	235/65R17 108V XL EAG F1 ASYM SUV AT JLR	235/65R17	Available	$ 303.34	**$ 157.74**	$ -
784074333	Passenger	Goodyear	Eagle F1 Asym SUV	255/55R20 110W EAG F1 ASYM SUV AT XL LR	255/55R20	Available	$ 541.55	**$ 281.61**	$ -
784389333	Passenger	Goodyear	Eagle F1 Asym SUV	255/55R20 110Y XL EAG F1 ASYM SUV TL LR	255/55R20	Available	$ 667.23	**$ 346.96**	$ -
784500398	Passenger	Goodyear	Eagle F1 Asym SUV	255/60R18 112W EAGLE F1 ASYM SUV AT JLR	255/60R18	Available	$ 503.16	**$ 261.64**	$ -
784124398	Passenger	Goodyear	Eagle F1 Asym SUV	255/60R19 113W EAGLE F1 ASYM SUV AT JLR	255/60R19	Available	$ 493.19	**$ 256.46**	$ -
784072333	Passenger	Goodyear	Eagle F1 Asym SUV	275/45R21 110W EAG F1 ASYM SUV XL LR	275/45R21	Available	$ 552.07	**$ 287.08**	$ -
784102562	Passenger	Goodyear	Eagle F1 Asym SUV	295/40R22 112W XL EAG F1 ASYM SUV MO1	295/40R22	Available	$ 704.04	**$ 366.10**	$ -
784806359	Passenger	Goodyear	Eagle F1 Asym2	225/40R18 92W XL EAGLE F1 ASYM2 MOE ROF	225/40R18	Available	$ 332.84	**$ 173.08**	$ -
784117392	Passenger	Goodyear	Eagle F1 Asym2	245/40R20 99Y EAGLE F1 ASYM2 MOE ROFSCT	245/40R20	Available	$ 779.49	**$ 405.33**	$ -
784117359	Passenger	Goodyear	Eagle F1 Asym2	245/40R20 99Y XL EAGLE F1 ASYM2 MOE ROF	245/40R20	Available	$ 676.75	**$ 351.91**	$ -
784204348	Passenger	Goodyear	Eagle F1 Asym2	265/35ZR20 95Y SL EAGLE F1 ASYM 2 NO R	265/35ZR20	Available	$ 565.16	**$ 293.88**	$ -
784067348	Passenger	Goodyear	Eagle F1 Asym2	265/40ZR19 98Y SL EAGLE F1 ASYM 2 NO R	265/40ZR19	Available	$ 507.75	**$ 264.03**	$ -
784247560	Passenger	Goodyear	Eagle F1 Asym2	265/50R19 110Y XL EAG F1 ASYM 2 SUV MGT	265/50R19	Available	$ 510.66	**$ 265.54**	$ -
784118359	Passenger	Goodyear	Eagle F1 Asym2	275/35R20 102Y XL EAGLE F1 ASYM2 MOE ROF	275/35R20	Available	$ 583.07	**$ 303.20**	$ -
784445348	Passenger	Goodyear	Eagle F1 Asym2	285/40R21 109Y XL EAGLE F1 ASYM 2 SUV A0	285/40R21	Available	$ 775.12	**$ 403.06**	$ -
783182385	Passenger	Goodyear	Eagle F1 Asym3	225/40R19 93Y EAG F1 ASYM 3 XL ROF *RSC	225/40R19	Available	$ 481.40	**$ 250.33**	$ -
783115385	Passenger	Goodyear	Eagle F1 Asym3	225/50R18 95W EF1 ASYM3 ROF STR RSC	225/50R18	Available	$ 351.90	**$ 182.99**	$ -
783129385	Passenger	Goodyear	Eagle F1 Asym3	245/35R20 95Y EAG F1 ASYM 3 XL * RSC MOE	245/35R20	Discontinued	$ 574.37	**$ 298.67**	$ -
783718394	Passenger	Goodyear	Eagle F1 Asym3	245/35R20 95Y XL EF1 ASYM3SCTROF STR MOE	245/35R20	Available	$ 546.72	**$ 284.29**	$ -
783141385	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y EF1 ASYM 3 XL ROF *RSC MOE	245/40R19	Available	$ 451.67	**$ 234.87**	$ -
783836394	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y EF1 ASYM3SCTROF STR MOE	245/40R19	Available	$ 467.32	**$ 243.01**	$ -
783787388	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y XL EAGLE F1 ASYMMETRIC 3 J	245/40R19	Available	$ 402.70	**$ 209.40**	$ -
783005385	Passenger	Goodyear	Eagle F1 Asym3	245/45R18 100Y XL EF1 ASYM3 ROF * RSCMOE	245/45R18	Available	$ 503.22	**$ 261.67**	$ -
783494385	Passenger	Goodyear	Eagle F1 Asym3	255/35R19 96Y EAG F1 ASYM 3 XL ROF *RSC	255/35R19	Available	$ 536.15	**$ 278.80**	$ -
783363388	Passenger	Goodyear	Eagle F1 Asym3	255/35R20 97Y XL EAGLE F1 ASYMMETRIC 3 J	255/35R20	Available	$ 406.22	**$ 211.23**	$ -
783146388	Passenger	Goodyear	Eagle F1 Asym3	265/35ZR21 101Y EAGLE F1 ASYM 3 NF0	265/35ZR21	Available	$ 540.97	**$ 281.30**	$ -
783119544	Passenger	Goodyear	Eagle F1 Asym3	265/45R20 104Y SL EAGLE F1 ASYM 3 SUV N0	265/45R20	Available	$ 467.68	**$ 243.19**	$ -
783859388	Passenger	Goodyear	Eagle F1 Asym3	265/45ZR19 105(Y) XL EF1 ASYMMETRIC 3 NO	265/45ZR19	Available	$ 482.54	**$ 250.92**	$ -
783857385	Passenger	Goodyear	Eagle F1 Asym3	275/35R19 100Y EF1 ASYM3 ROF * RSC MOE R	275/35R19	Available	$ 526.98	**$ 274.03**	$ -
783123544	Passenger	Goodyear	Eagle F1 Asym3	295/40R20 106Y SL EAGLE F1 ASYM 3 SUV N0	295/40R20	Available	$ 490.84	**$ 255.24**	$ -
783917388	Passenger	Goodyear	Eagle F1 Asym3	295/40ZR19 108(Y) XL EF1 ASYMMETRIC 3 NO	295/40ZR19	Available	$ 537.73	**$ 279.62**	$ -
783142388	Passenger	Goodyear	Eagle F1 Asym3	305/30ZR21 104Y EAGLE F1 ASYM 3 NF0	305/30ZR21	Available	$ 676.23	**$ 351.64**	$ -
783138385	Passenger	Goodyear	EAGLE F1 ASYMMETRIC3 R	225/45R18 95Y EAGLE F1 ASYMMETRIC3 ROF	225/45R18	Available	$ 364.22	**$ 189.39**	$ -
783139385	Passenger	Goodyear	EAGLE F1 ASYMMETRIC3 R	255/40R18 99Y EAGLE F1 ASYMMETRIC3 ROF	255/40R18	Available	$ 440.11	**$ 228.86**	$ -
406375063	Passenger	Goodyear	Eagle F1 GS EMT	P245/45ZR17 89Y S2 EF1 GS EMTB02RPTL	P245/45ZR17	Available	$ 577.62	**$ 300.36**	$ -
406390063	Passenger	Goodyear	Eagle F1 GS EMT	P275/40ZR18 94Y S2 EF1 GS EMTB02RPTL	P275/40ZR18	Available	$ 661.76	**$ 344.12**	$ -
406609164	Passenger	Goodyear	Eagle F1 GS-2 EMT	P245/40ZR18 (88Y) LL EF1 GS-2 EMT VSBTL	P245/40ZR18	Available	$ 578.19	**$ 300.66**	$ -
406610164	Passenger	Goodyear	Eagle F1 GS-2 EMT	P285/35ZR19 (90Y) LL EF1 GS-2 EMT VSBTL	P285/35ZR19	Available	$ 693.07	**$ 360.40**	$ -
389428128	Passenger	Goodyear	Eagle F1 Supercar	245/45ZR20 99Y SL EAG F1 SUPCAR VSBRPTL	245/45R20	Available	$ 384.63	**$ 200.01**	$ -
389926128	Passenger	Goodyear	Eagle F1 Supercar	245/45ZR20 99Y SL EAG F1 SUPCAR VSBRPTL	245/45ZR20	Available	$ 381.93	**$ 198.60**	$ -
389357128	Passenger	Goodyear	Eagle F1 SuperCar	255/35R22 99W XL EAG F1SUPCAR VSBRPTL	255/35R22	Available	$ 345.27	**$ 179.54**	$ -
389357001	Passenger	Goodyear	Eagle F1 Supercar	255/35R22 99W XL EAGLE F1 SUPERCAR SCT	255/35R22	Available	$ 381.05	**$ 198.15**	$ -
389398128	Passenger	Goodyear	Eagle F1 Supercar	285/35R22 102W SL EAG F1SUPCAR VSBRPTL	285/35R22	Available	$ 328.80	**$ 170.98**	$ -
389398001	Passenger	Goodyear	Eagle F1 Supercar	285/35R22 102W SL EAGLE F1 SUPERCAR SCT	285/35R22	Available	$ 372.67	**$ 193.79**	$ -
389046128	Passenger	Goodyear	Eagle F1 Supercar	P255/45ZR18 99W S2 EAG F1SUPCAR VSBRPTL	P255/45ZR18	Available	$ 324.28	**$ 168.63**	$ -
389119128	Passenger	Goodyear	Eagle F1 Supercar	P265/40ZR17 91Y S2 EAG F1 SUPCAR VSBRPTL	P265/40ZR17	Available	$ 579.36	**$ 301.27**	$ -
389027128	Passenger	Goodyear	Eagle F1 Supercar	P285/40ZR18 96W LL EAG F1SUPCAR VSBRPTL	P285/40ZR18	Available	$ 334.07	**$ 173.72**	$ -
389118128	Passenger	Goodyear	Eagle F1 Supercar	P295/35ZR18 91Y S2 EAG F1 SUPCAR VSBRPTL	P295/35ZR18	Available	$ 707.88	**$ 368.10**	$ -
797047561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/35ZR19 93Y XL EAGLE F1 SUPERCAR 3	245/35ZR19	Available	$ 371.84	**$ 193.36**	$ -
797050561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/35ZR20 95Y XL EAGLE F1 SUPERCAR 3	245/35ZR20	Available	$ 440.38	**$ 229.00**	$ -
797051561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/40ZR18 97Y XL EAGLE F1 SUPERCAR 3	245/40ZR18	Available	$ 300.52	**$ 156.27**	$ -
797052561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/40ZR19 98Y XL EAGLE F1 SUPERCAR 3	245/40ZR19	Available	$ 361.22	**$ 187.83**	$ -
797053561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/45ZR17 99Y XL EAGLE F1 SUPERCAR 3	245/45ZR17	Available	$ 288.38	**$ 149.96**	$ -
797058561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/45ZR20 103Y XL EAGLE F1 SUPERCAR 3	245/45ZR20	Available	$ 402.17	**$ 209.13**	$ -
797062561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR18 99Y XL EAGLE F1 SUPERCAR 3	255/40ZR18	Available	$ 349.08	**$ 181.52**	$ -
797068561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR19 100Y XL EAGLE F1 SUPERCAR 3	255/40ZR19	Available	$ 387.99	**$ 201.75**	$ -
797020561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR20 101Y XL EAGLE F1 SUPERCAR 3	255/40ZR20	Available	$ 443.16	**$ 230.44**	$ -
797069561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/45ZR20 105Y XL EAGLE F1 SUPERCAR 3	255/45ZR20	Available	$ 400.64	**$ 208.33**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
797070561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	265/35ZR19 98Y XL EAGLE F1 SUPERCAR 3	265/35ZR19	Available	$ 458.35	**$ 238.34**	$ -
797024561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	265/40ZR19 102Y XL EAGLE F1 SUPERCAR 3	265/40ZR19	Available	$ 447.74	**$ 232.82**	$ -
797032561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/35R18 95Y SL EAGLE F1 SUPERCAR 3	275/35R18	Available	$ 364.22	**$ 189.39**	$ -
797076561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR18 99Y SL EAGLE F1 SUPERCAR 3	275/40ZR18	Available	$ 362.15	**$ 188.32**	$ -
797079561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR19 101Y SL EAGLE F1 SUPERCAR 3	275/40ZR19	Available	$ 431.02	**$ 224.13**	$ -
797080561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR20 106Y XL EAGLE F1 SUPERCAR 3	275/40ZR20	Available	$ 478.05	**$ 248.59**	$ -
797788523	Passenger	Goodyear	Eagle F1 Supercar 3	285/30ZR20 95(Y) SL EAGLE F1 SUPERCAR 3	285/30ZR20	Available	$ 438.53	**$ 228.04**	$ -
797081561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	285/35ZR19 103Y XL EAGLE F1 SUPERCAR 3	285/35ZR19	Available	$ 453.78	**$ 235.97**	$ -
797082561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	285/35ZR20 100Y SL EAGLE F1 SUPERCAR 3	285/35ZR20	Available	$ 508.44	**$ 264.39**	$ -
797084561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	295/30ZR19 100Y XL EAGLE F1 SUPERCAR 3	295/30ZR19	Available	$ 500.81	**$ 260.42**	$ -
797085561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	295/30ZR20 101Y SL EAGLE F1 SUPERCAR 3	295/30ZR20	Available	$ 510.95	**$ 265.69**	$ -
797086561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	305/30ZR19 102Y SL EAGLE F1 SUPERCAR 3	305/30ZR19	Available	$ 527.44	**$ 274.27**	$ -
797001538	Passenger	Goodyear	Eagle F1 Supercar 3	305/30ZR19 98(Y) SL EAGLE F1 SUPERCAR 3	305/30ZR19	Available	$ 537.34	**$ 279.42**	$ -
797789523	Passenger	Goodyear	Eagle F1 Supercar 3	305/30ZR20 99(Y) SL EAGLE F1 SUPERCAR 3	305/30ZR20	Available	$ 485.51	**$ 252.47**	$ -
797088561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	305/35ZR20 104Y SL EAGLE F1 SUPERCAR 3	305/35ZR20	Available	$ 571.63	**$ 297.25**	$ -
797002538	Passenger	Goodyear	Eagle F1 Supercar 3	325/30ZR19 101(Y) SL EAGLE F1 SUPERCAR 3	325/30ZR19	Available	$ 596.26	**$ 310.06**	$ -
797091561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	325/30ZR19 105Y SL EAGLE F1 SUPERCAR 3	325/30ZR19	Available	$ 507.93	**$ 264.12**	$ -
797108538	Passenger	Goodyear	Eagle F1 SuperCar 3R	205/45ZR17 88Y XL EAGLE F1 SUPERCAR 3R	205/45ZR17	Available	$ 281.50	**$ 146.38**	$ -
797103538	Passenger	Goodyear	Eagle F1 SuperCar 3R	205/50ZR15 86Y SL EAGLE F1 SUPERCAR 3R	205/50ZR15	Available	$ 223.76	**$ 116.36**	$ -
797104538	Passenger	Goodyear	Eagle F1 SuperCar 3R	225/45ZR17 91Y SL EAGLE F1 SUPERCAR 3R	225/45ZR17	Available	$ 333.90	**$ 173.63**	$ -
797018538	Passenger	Goodyear	Eagle F1 Supercar 3R	235/35ZR19 91(Y) XL EAGLE F1 SUPERCAR 3R	235/35ZR19	Available	$ 396.36	**$ 206.11**	$ -
797109538	Passenger	Goodyear	Eagle F1 SuperCar 3R	235/40ZR18 95Y XL EAGLE F1 SUPERCAR 3R	235/40ZR18	Available	$ 403.69	**$ 209.92**	$ -
797110538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/35ZR19 93Y XL EAGLE F1 SUPERCAR 3R	245/35ZR19	Available	$ 519.95	**$ 270.37**	$ -
797105538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/40ZR17 91Y SL EAGLE F1 SUPERCAR 3R	245/40ZR17	Available	$ 343.19	**$ 178.46**	$ -
797051538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/40ZR18 97Y XL EAGLE F1 SUPERCAR 3R	245/40ZR18	Available	$ 409.79	**$ 213.09**	$ -
797040538	Passenger	Goodyear	Eagle F1 Supercar 3R	255/40ZR20 97(Y)SL EAGLE F1 SUPERCAR 3R	255/40ZR20	Available	$ 460.71	**$ 239.57**	$ -
797107538	Passenger	Goodyear	Eagle F1 SuperCar 3R	265/35ZR18 97Y XL EAGLE F1 SUPERCAR 3R	265/35ZR18	Available	$ 479.58	**$ 249.38**	$ -
797111538	Passenger	Goodyear	Eagle F1 Supercar 3R	265/35ZR19 98(Y) XL EAGLE F1 SUPERCAR 3R	265/35ZR19	Available	$ 487.15	**$ 253.32**	$ -
797092538	Passenger	Goodyear	Eagle F1 Supercar 3R	265/40ZR19 98Y SL EAGLE F1 SUPERCAR 3R	265/40ZR19	Available	$ 543.23	**$ 282.48**	$ -
797032538	Passenger	Goodyear	Eagle F1 Supercar 3R	275/35ZR18 95Y SL EAGLE F1 SUPERCAR 3R	275/35ZR18	Available	$ 423.22	**$ 220.07**	$ -
797106538	Passenger	Goodyear	Eagle F1 SuperCar 3R	285/30ZR18 93Y SL EAGLE F1 SUPERCAR 3R	285/30ZR18	Available	$ 500.81	**$ 260.42**	$ -
797031538	Passenger	Goodyear	Eagle F1 Supercar 3R	285/30ZR20 95(Y) SL EAGLE F1 SUPERCAR 3R	285/30ZR20	Available	$ 601.08	**$ 312.56**	$ -
797081538	Passenger	Goodyear	Eagle F1 SuperCar 3R	285/35ZR19 103(Y) XL EAGLE F1 SUPRCAR 3R	285/35R19	Available	$ 485.62	**$ 252.52**	$ -
797082538	Passenger	Goodyear	Eagle F1 Supercar 3R	285/35ZR20 100Y SL EAGLE F1 SUPERCAR 3R	285/35ZR20	Available	$ 530.46	**$ 275.84**	$ -
797028538	Passenger	Goodyear	Eagle F1 Supercar 3R	305/30ZR20 103(Y)XL EAGLE F1 SUPERCAR 3R	305/30ZR20	Available	$ 654.45	**$ 340.31**	$ -
412561506	Passenger	Goodyear	Eagle F1 Supercar EMT	P275/35ZR18(87Y)L2 EAG F1 SPRCR EMTVSBTL	P275/35ZR18	Available	$ 749.17	**$ 389.57**	$ -
412562506	Passenger	Goodyear	Eagle F1 Supercar EMT	P325/30ZR19 94Y L2 EAG F1 SPRCR EMTVSBTL	P325/30ZR19	Available	$ 822.93	**$ 427.92**	$ -
408561330	Passenger	Goodyear	Eagle F1 Supercar G:2	P275/35ZR18 (87Y) EAG F1 SUPCR G:2 ROF L	P275/35ZR18	Available	$ 484.04	**$ 251.70**	$ -
408561331	Passenger	Goodyear	Eagle F1 Supercar G:2	P275/35ZR18 (87Y) EAGF1 SUPCR G:2 ROF R	P275/35ZR18	Available	$ 484.04	**$ 251.70**	$ -
106137625	Passenger	Goodyear	Eagle GT II	P275/45R20 106V S2 EAG GT II VSBRPTL	P275/45R20	Available	$ 256.80	**$ 133.54**	$ -
106087625	Passenger	Goodyear	Eagle GT II	P285/50R20 111H S2 EAG GT II VSBRPTL	P285/50R20	Available	$ 210.73	**$ 109.58**	$ -
706052025	Passenger	Goodyear	Eagle LS	P235/60R17 103S X2 EAGLE LS XNWRPTL	P235/60R17	Available	$ 369.85	**$ 192.32**	$ -
706171163	Passenger	Goodyear	Eagle LS2	225/50R18 95H SL EAGLE LS2 RPTL	225/50R18	Available	$ 180.46	**$ 93.84**	$ -
706447163	Passenger	Goodyear	Eagle LS2	225/55R17 97H SL EAGLE LS2 RPTL	225/55R17	Available	$ 171.22	**$ 89.03**	$ -
706038163	Passenger	Goodyear	Eagle LS2	235/45R18 94V SL EAGLE LS2 VSBRPTL	235/45R18	Available	$ 202.31	**$ 105.20**	$ -
706588163	Passenger	Goodyear	Eagle LS2	235/45R18 94V SL EAGLE LS2 VSBRPTL INM	235/45R18	Available	$ 203.67	**$ 105.91**	$ -
706377308	Passenger	Goodyear	Eagle LS2	235/45R19 95H SL EAGLE LS2 MOE ROF	235/45R19	Available	$ 483.87	**$ 251.61**	$ -
706377575	Passenger	Goodyear	Eagle LS2	235/45R19 95H SL EAGLE LS2 ROF FCA	235/45R19	Available	$ 386.79	**$ 201.13**	$ -
706414308	Passenger	Goodyear	Eagle LS2	235/55R19 101V SL EAGLE LS2 NO F	235/55R19	Available	$ 376.78	**$ 195.93**	$ -
706356324	Passenger	Goodyear	Eagle LS2	235/55R19 101H SL EAGLE LS2 AO BLTRPTL	235/55R19	Available	$ 395.24	**$ 205.52**	$ -
706014308	Passenger	Goodyear	Eagle LS2	245/40R18 93H SL EAGLE LS2 BLTRPTL	245/40R18	Available	$ 324.28	**$ 168.63**	$ -
706387322	Passenger	Goodyear	Eagle LS2	245/40R19 98V XL EAGLE LS2 ROF STR-RSC	245/40R19	Available	$ 560.14	**$ 291.27**	$ -
706239308	Passenger	Goodyear	Eagle LS2	245/45R18 100H XL EAGLE LS2 AO RPTL	245/45R18	Available	$ 460.11	**$ 239.26**	$ -
706440322	Passenger	Goodyear	Eagle LS2	245/45R18 100V XL EAGLE LS2 ROF STR-RSC	245/45R18	Available	$ 498.53	**$ 259.24**	$ -
706110163	Passenger	Goodyear	Eagle LS2	255/50R19 107H XL EAGLE LS2 ROF STR-RSC	255/50R19	Available	$ 367.91	**$ 191.31**	$ -
706939308	Passenger	Goodyear	Eagle LS2	255/55R18 109V XL EAGLE LS2 BLTRPTL	255/55R18	Discontinued	$ 425.69	**$ 221.36**	$ -
706999163	Passenger	Goodyear	Eagle LS2	255/55R18 109H XL EAGLE LS2 ROF STR-RSC	255/55R18	Available	$ 361.99	**$ 188.23**	$ -
706385308	Passenger	Goodyear	Eagle LS2	265/50R19 110V XL EAGLE LS2 BLT N1 TL	265/50R19	Available	$ 389.98	**$ 202.79**	$ -
706386308	Passenger	Goodyear	Eagle LS2	275/45R20 110V XL EAGLE LS2 BLT N1 TL	275/45R20	Available	$ 489.60	**$ 254.59**	$ -
706648163	Passenger	Goodyear	Eagle LS2	P195/65R15 89S SL EAGLE LS2 VSBRPTL	P195/65R15	Available	$ 120.99	**$ 62.91**	$ -
706611163	Passenger	Goodyear	Eagle LS2	P205/70R16 96T S2 EAGLE LS2 VSBRPTL	P205/70R16	Available	$ 187.15	**$ 97.32**	$ -
706569163	Passenger	Goodyear	Eagle LS2	P225/55R18 97H S2 EAGLE LS2 VSBRPTL	P225/55R18	Available	$ 187.15	**$ 97.32**	$ -
706018163	Passenger	Goodyear	Eagle LS2	P235/50R18 97H SL EAGLE LS2 VSBRPTL	P235/50R18	Available	$ 271.02	**$ 140.93**	$ -
706069165	Passenger	Goodyear	Eagle LS2	P275/55R20 111S S2 EAGLE LS2 B01RPTL	P275/55R20	Available	$ 243.66	**$ 126.70**	$ -
706795168	Passenger	Goodyear	Eagle LS2 ROF	205/50R17 89H SL EAGLE LS2 ROF B BSWTL	205/50R17	Available	$ 587.55	**$ 305.53**	$ -
706567308	Passenger	Goodyear	Eagle LS2 ROF	225/50R17 94H SL EAGLE LS2 ROF TL	225/50R17	Available	$ 414.13	**$ 215.35**	$ -
706923322	Passenger	Goodyear	Eagle LS2 ROF	225/55R17 97V SL EAGLE LS2 * ROF BLT TL	225/55R17	Available	$ 409.35	**$ 212.86**	$ -
706578322	Passenger	Goodyear	Eagle LS2 ROF	245/45R17 95H SL EAGLE LS2 ROF MOE	245/45R17	Available	$ 460.99	**$ 239.71**	$ -
706088322	Passenger	Goodyear	Eagle LS2 ROF	245/50R18 100W SL EAGLE LS2 * ROF BLT TL	245/50R18	Available	$ 687.29	**$ 357.39**	$ -
732401500	Passenger	Goodyear	Eagle RS-A	195/60R15 88H SL EAG RS-A VSBRPTL	195/60R15	Available	$ 115.02	**$ 59.81**	$ -
732222500	Passenger	Goodyear	Eagle RS-A	235/55R18 100V SL EAG RS-A VSB	235/55R18	Available	$ 224.99	**$ 116.99**	$ -
732603500	Passenger	Goodyear	Eagle RS-A	245/45R20 99V S2 EAG RS-A VSBRPTL	245/45R20	Available	$ 262.22	**$ 136.35**	$ -
732016500	Passenger	Goodyear	Eagle RS-A	255/45R19 100V SL EAG RS-A VSBRPTL	255/45R19	Available	$ 325.33	**$ 169.17**	$ -
732007741	Passenger	Goodyear	Eagle RS-A	255/45R20 101V SL EAG RS-A BSL RPTL	255/45R20	Available	$ 392.78	**$ 204.25**	$ -
732170500	Passenger	Goodyear	Eagle RS-A	P205/55R16 89H S2 EAG RS-A VSBRPTL	P205/55R16	Available	$ 148.36	**$ 77.15**	$ -
732674500	Passenger	Goodyear	Eagle RS-A	P205/55R16 89H SL EAG RS-A VSBRPTL	P205/55R16	Available	$ 146.34	**$ 76.10**	$ -
732682500	Passenger	Goodyear	Eagle RS-A	P215/45R17 87W SL EAG RS-A VSBRPTL	P215/45R17	Available	$ 165.24	**$ 85.92**	$ -
732262500	Passenger	Goodyear	Eagle RS-A	P215/55R17 93V SL EAG RS-A VSBRPTL	P215/55R17	Available	$ 234.42	**$ 121.90**	$ -
732646500	Passenger	Goodyear	Eagle RS-A	P225/45R18 91V S2 EAG RS-A VSBRPTL	P225/45R18	Available	$ 199.12	**$ 103.54**	$ -
732279438	Passenger	Goodyear	Eagle RS-A	P245/45R18 96V S2 EAG RS-A N VSBRPTL	P245/45R18	Available	$ 232.93	**$ 121.12**	$ -
732899500	Passenger	Goodyear	Eagle RS-A	P245/50R20 102H SL EAG RS-A VSBRPTL	P245/50R20	Available	$ 254.84	**$ 132.52**	$ -
732550500	Passenger	Goodyear	Eagle RS-A	P255/50R20 104V S2 EAG RS-A VSBRPTL	P255/50R20	Available	$ 307.92	**$ 160.12**	$ -
732587500	Passenger	Goodyear	Eagle RS-A	P255/60R19 108H S2 EAG RS-A VSBRPTL	P255/60R19	Available	$ 276.01	**$ 143.53**	$ -
732372500	Passenger	Goodyear	Eagle RS-A	P275/60R17 110H S2 EAG RS-A VSBRPTL	P275/60R17	Available	$ 235.78	**$ 122.61**	$ -
107548343	Passenger	Goodyear	Eagle RS-A2	245/45ZR20 99Y SL EAGLE RS-A2 VSBTL	245/45ZR20	Available	$ 412.08	**$ 214.28**	$ -
107172660	Passenger	Goodyear	Eagle RS-A2	P245/45R19 98V SL EAGLE RS-A2 VSB CCC TL	P245/45R19	Available	$ 416.21	**$ 216.43**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
107172552	Passenger	Goodyear	Eagle RS-A2	P245/45R19 98V SL EAGLE RS-A2 CCC	P245/45R19	Available	$ 396.71	**$ 206.29**	$ -
107172659	Passenger	Goodyear	Eagle RS-A2	P245/45R19 98V SL EAGLE RS-A2 VSB TL	P245/45R19	Available	$ 253.69	**$ 131.92**	$ -
109576366	Passenger	Goodyear	Eagle Sport A/S	205/50R17 93V SL EAGLE SPORT A/S VSBTL	205/50R17	Available	$ 207.52	**$ 107.91**	$ -
109907366	Passenger	Goodyear	Eagle Sport A/S	205/55R16 91V SL EAGLE SPORT A/S VSBTL	205/55R16	Available	$ 174.19	**$ 90.58**	$ -
109053366	Passenger	Goodyear	Eagle Sport A/S	215/45R17 91W XL EAGLE SPORT A/S VSBTL	215/45R17	Available	$ 194.62	**$ 101.20**	$ -
109065366	Passenger	Goodyear	Eagle Sport A/S	215/45R18 93W XL EAGLE SPORT A/S VSBTL	215/45R18	Available	$ 219.69	**$ 114.24**	$ -
109055366	Passenger	Goodyear	Eagle Sport A/S	225/40R18 92W SL EAGLE SPORT A/S VSBTL	225/40R18	Available	$ 214.50	**$ 111.54**	$ -
109044366	Passenger	Goodyear	Eagle Sport A/S	225/45R17 94W XL EAGLE SPORT A/S VSBTL	225/45R17	Available	$ 185.63	**$ 96.53**	$ -
109058366	Passenger	Goodyear	Eagle Sport A/S	225/45R18 95W SL EAGLE SPORT A/S VSBTL	225/45R18	Available	$ 236.84	**$ 123.16**	$ -
109083366	Passenger	Goodyear	Eagle Sport A/S	225/50R17 94W SL EAGLE SPORT A/S VSBTL	225/50R17	Available	$ 211.28	**$ 109.87**	$ -
109092395	Passenger	Goodyear	Eagle Sport A/S	225/50R18 95V EAGLE SPORT A/S STR ROF	225/50R18	Available	$ 388.79	**$ 202.17**	$ -
109143395	Passenger	Goodyear	Eagle Sport A/S	225/55R17 97H EAG SPRT A/S ROF STR MOE	225/55R17	Available	$ 366.91	**$ 190.79**	$ -
109086382	Passenger	Goodyear	Eagle Sport A/S	225/55R18 98V SL EAGLE SPORT A/S VSBTL	225/55R18	Available	$ 238.69	**$ 124.12**	$ -
109132366	Passenger	Goodyear	Eagle Sport A/S	225/60R18 100V SL EAGLE SPORT A/S VSBTL	225/60R18	Available	$ 245.15	**$ 127.48**	$ -
109104366	Passenger	Goodyear	Eagle Sport A/S	235/40R18 91W SL EAGLE SPORT A/S VSBTL	235/40R18	Available	$ 231.39	**$ 120.32**	$ -
109063366	Passenger	Goodyear	Eagle Sport A/S	235/40R18 95W XL EAGLE SPORT A/S VSBTL	235/40R18	Available	$ 251.60	**$ 130.83**	$ -
109270366	Passenger	Goodyear	Eagle Sport A/S	235/45R17 94W SL EAGLE SPORT A/S VSBTL	235/45R17	Available	$ 203.21	**$ 105.67**	$ -
109084366	Passenger	Goodyear	Eagle Sport A/S	235/45R18 94V SL EAGLE SPORT A/S VSBTL	235/45R18	Available	$ 252.83	**$ 131.47**	$ -
109087366	Passenger	Goodyear	Eagle Sport A/S	235/50R18 97V SL EAGLE SPORT A/S VSBTL	235/50R18	Available	$ 254.84	**$ 132.52**	$ -
109152569	Passenger	Goodyear	Eagle Sport A/S	235/50R19 99H SL EAGLE SPORT A/S AO	235/50R19	Available	$ 356.83	**$ 185.55**	$ -
109149569	Passenger	Goodyear	Eagle Sport A/S	235/55R18 100H SL EAGLE SPORT A/S AO	235/55R18	Available	$ 327.74	**$ 170.42**	$ -
109100366	Passenger	Goodyear	Eagle Sport A/S	235/55R20 102V SL EAGLE SPORT A/S VSBTL	235/55R20	Available	$ 300.52	**$ 156.27**	$ -
109133366	Passenger	Goodyear	Eagle Sport A/S	235/60R18 107V XL EAGLE SPORT A/S VSBTL	235/60R18	Available	$ 258.42	**$ 134.38**	$ -
109066366	Passenger	Goodyear	Eagle Sport A/S	245/35R20 95W XL EAGLE SPORT A/S VSBTL	245/35R20	Available	$ 252.36	**$ 131.23**	$ -
109060366	Passenger	Goodyear	Eagle Sport A/S	245/40R17 91W SL EAGLE SPORT A/S VSBTL	245/40R17	Available	$ 225.83	**$ 117.43**	$ -
109057366	Passenger	Goodyear	Eagle Sport A/S	245/40R18 93W SL EAGLE SPORT A/S VSBTL	245/40R18	Available	$ 245.02	**$ 127.41**	$ -
109077366	Passenger	Goodyear	Eagle Sport A/S	245/40R19 94W SL EAGLE SPORT A/S VSBTL	245/40R19	Available	$ 336.69	**$ 175.08**	$ -
109140395	Passenger	Goodyear	Eagle Sport A/S	245/40R19 98H EAG SPORT A/S ROF STR MOE	245/40R19	Available	$ 442.46	**$ 230.08**	$ -
109056366	Passenger	Goodyear	Eagle Sport A/S	245/45R18 96W SL EAGLE SPORT A/S VSBTL	245/45R18	Available	$ 256.43	**$ 133.34**	$ -
109093382	Passenger	Goodyear	Eagle Sport A/S	245/45R18 100 H XL EAGLE SPORT A/S J BLT	245/45R18	Available	$ 266.10	**$ 138.37**	$ -
109093395	Passenger	Goodyear	Eagle Sport A/S	245/45R18 100H EAGLE SPORT A/S ROF	245/45R18	Available	$ 410.02	**$ 213.21**	$ -
109069366	Passenger	Goodyear	Eagle Sport A/S	245/45R20 103W XL EAGLE SPORT A/S VSBTL	245/45R20	Available	$ 302.93	**$ 157.52**	$ -
109089366	Passenger	Goodyear	Eagle Sport A/S	245/50R18 100V SL EAGLE SPORT A/S VSBTL	245/50R18	Available	$ 265.63	**$ 138.13**	$ -
109111366	Passenger	Goodyear	Eagle Sport A/S	245/50R20 102V SL EAGLE SPORT A/S VSBTL	245/50R20	Available	$ 264.86	**$ 137.73**	$ -
109142557	Passenger	Goodyear	Eagle Sport A/S	245/50R20 105V XL EAGLE SPORT A/S J BLT	245/50R20	Available	$ 354.01	**$ 184.09**	$ -
109113366	Passenger	Goodyear	Eagle Sport A/S	245/55R19 103V SL EAGLE SPORT A/S VSBTL	245/55R19	Available	$ 292.61	**$ 152.16**	$ -
109080366	Passenger	Goodyear	Eagle Sport A/S	255/35R18 94W XL EAGLE SPORT A/S VSBTL	255/35R18	Available	$ 300.82	**$ 156.43**	$ -
109074366	Passenger	Goodyear	Eagle Sport A/S	255/35R19 96W XL EAGLE SPORT A/S VSBTL	255/35R19	Available	$ 322.56	**$ 167.73**	$ -
109081366	Passenger	Goodyear	Eagle Sport A/S	255/35R20 97W XL EAGLE SPORT A/S VSBTL	255/35R20	Available	$ 294.19	**$ 152.98**	$ -
109072366	Passenger	Goodyear	Eagle Sport A/S	255/40R18 99W XL EAGLE SPORT A/S VSBTL	255/40R18	Available	$ 285.46	**$ 148.44**	$ -
109082366	Passenger	Goodyear	Eagle Sport A/S	255/45R20 101W SL EAGLE SPORT A/S VSBTL	255/45R20	Available	$ 292.61	**$ 152.16**	$ -
109020366	Passenger	Goodyear	Eagle Sport A/S	255/50R19 107V XL EAGLE SPORT A/S VSBTL	255/50R19	Available	$ 309.26	**$ 160.82**	$ -
109108366	Passenger	Goodyear	Eagle Sport A/S	255/50R20 109 XL EAGLE SPORT A/S VSBTL	255/50R20	Available	$ 300.52	**$ 156.27**	$ -
109147557	Passenger	Goodyear	Eagle Sport A/S	255/50R20 109H XL EAGLE SPORT A/S AO	255/80R20	Available	$ 417.95	**$ 217.33**	$ -
109112366	Passenger	Goodyear	Eagle Sport A/S	255/55R18 109V SL EAGLE SPORT A/S VSBTL	255/55R18	Available	$ 280.47	**$ 145.84**	$ -
109097395	Passenger	Goodyear	Eagle Sport A/S	255/55R19 111H XL EAGL SPORT A/S ROF AOE	255/55R19	Available	$ 446.68	**$ 232.27**	$ -
109114366	Passenger	Goodyear	Eagle Sport A/S	255/55R20 107H SL EAGLE SPORT A/S VSBTL	255/55R20	Available	$ 255.71	**$ 132.97**	$ -
109110366	Passenger	Goodyear	Eagle Sport A/S	255/60R19 109H XL EAGLE SPORT A/S VSBTL	255/60R19	Available	$ 261.28	**$ 135.87**	$ -
109098366	Passenger	Goodyear	Eagle Sport A/S	265/45R18 101V SL EAGLE SPORT A/S VSBTL	265/45R18	Available	$ 447.50	**$ 232.70**	$ -
109146399	Passenger	Goodyear	Eagle Sport A/S	265/50R19 110W XL EAGLE SPORT A/S MGT	265/50R19	Available	$ 477.06	**$ 248.07**	$ -
109062366	Passenger	Goodyear	Eagle Sport A/S	275/40R20 106W XL EAGLE SPORT A/S VSBTL	275/40R20	Available	$ 316.36	**$ 164.51**	$ -
109138366	Passenger	Goodyear	Eagle Sport A/S	275/55R20 117V XL EAGLE SPORT A/S VSBTL	275/55R20	Available	$ 271.02	**$ 140.93**	$ -
109115366	Passenger	Goodyear	Eagle Sport A/S	285/45R22 110H SL EAGLE SPORT A/S VSBTL	285/45R22	Available	$ 329.03	**$ 171.10**	$ -
109154395	Passenger	Goodyear	Eagle Sport A/S ROF	285/45R20 112H XL EAGL SPORT A/S ROF	285/45R20	Available	$ 465.04	**$ 241.82**	$ -
102020559	Passenger	Goodyear	Eagle Touring	225/55R19 103H XL EAGLE TOURING NF0	225/55R19	Available	$ 313.98	**$ 163.27**	$ -
102918387	Passenger	Goodyear	Eagle Touring	235/40R19 96V EAGLE TOURING VSB RPTL	235/40R19	Available	$ 252.83	**$ 131.47**	$ -
102017387	Passenger	Goodyear	Eagle Touring	255/60R18 108H EAGLE TOURING RPTL	255/60R18	Available	$ 221.98	**$ 115.43**	$ -
102964559	Passenger	Goodyear	Eagle Touring	235/45R18 98V EAGLE TOURING RPTL	235/45R18	Available	$ 210.69	**$ 109.56**	$ -
102928387	Passenger	Goodyear	Eagle Touring	235/55R20 102V EAGLE TOURING VSB RPTL	235/55R20	Available	$ 270.76	**$ 140.80**	$ -
102972387	Passenger	Goodyear	Eagle Touring	245/40R19 94W EAGLE TOURING RPTL	245/40R19	Available	$ 253.69	**$ 131.92**	$ -
102972396	Passenger	Goodyear	Eagle Touring	245/40R19 94W SL EAGLE TOURING VSBTL SCT	245/40R19	Available	$ 371.03	**$ 192.94**	$ -
102850387	Passenger	Goodyear	Eagle Touring	245/40R20 95W EAGLE TOURING VSB RPTL	245/40R20	Available	$ 297.38	**$ 154.64**	$ -
102003387	Passenger	Goodyear	Eagle Touring	245/40R20 99W XL EAGLE TOUR VSB RPTL SCT	245/40R20	Available	$ 402.17	**$ 209.13**	$ -
102997387	Passenger	Goodyear	Eagle Touring	245/40R20 99W XL EAGLE TOURING VSB RPTL	245/40R20	Available	$ 272.29	**$ 141.59**	$ -
102839387	Passenger	Goodyear	Eagle Touring	245/45R19 98V EAGLE TOURING VSB RPTL	245/45R19	Available	$ 238.08	**$ 123.80**	$ -
102015387	Passenger	Goodyear	Eagle Touring	245/45R19 98W EAG TOUR SL VSB RPTL	245/45R19	Available	$ 228.67	**$ 118.91**	$ -
102015578	Passenger	Goodyear	Eagle Touring	245/45R19 98W EAGLE TOURING SCT VSB RPTL	245/45R19	Available	$ 365.45	**$ 190.03**	$ -
102011387	Passenger	Goodyear	Eagle Touring	265/45R20 104V SL EAGLE TOURING N0	265/45R20	Available	$ 472.66	**$ 245.78**	$ -
102994396	Passenger	Goodyear	Eagle Touring	275/40R22 107W EAG TOUR XL SCT VSB RPTL	275/40R22	Available	$ 574.77	**$ 298.88**	$ -
102994387	Passenger	Goodyear	Eagle Touring	275/40R22 107W EAG TOUR XL VSB RPTL	275/40R22	Available	$ 398.57	**$ 207.26**	$ -
102021559	Passenger	Goodyear	Eagle Touring	275/45R19 108H XL EAGLE TOURING NF0	275/45R19	Available	$ 415.77	**$ 216.20**	$ -
102863387	Passenger	Goodyear	Eagle Touring	285/45R22 114H EAGLE TOURING VSB RPTL	285/45R22	Available	$ 253.43	**$ 131.78**	$ -
102012387	Passenger	Goodyear	Eagle Touring	295/40R20 106V SL EAGLE TOURING N0	295/40R20	Available	$ 464.43	**$ 241.50**	$ -
102035387	Passenger	Goodyear	Eagle Touring	245/45R20 99V EAGLE TOURING VSB RPTL	245/45R20	Available	$ 257.25	**$ 133.77**	$ -
102043559	Passenger	Goodyear	Eagle Touring	255/45R20 101H EAGLE TOURING MO	255/45R20	Available	$ 305.49	**$ 158.85**	$ -
102044559	Passenger	Goodyear	Eagle Touring	255/45R20 105H XL EAGLE TOURING MO	255/45R20	Available	$ 310.85	**$ 161.64**	$ -
102045559	Passenger	Goodyear	Eagle Touring	235/60R20 108H XL EAGLE TOURING STR	235/60R20	Available	$ 323.54	**$ 168.24**	$ -
102042559	Passenger	Goodyear	Eagle Touring	305/30R21 104H XL EAGLE TOURING NF0	305/30R21	Available	$ 509.99	**$ 265.19**	$ -
102041559	Passenger	Goodyear	Eagle Touring	265/35R21 101H XL EAGLE TOURING NF0	265/35R21	Available	$ 478.11	**$ 248.62**	$ -
102048641	Passenger	Goodyear	Eagle Touring	235/50R21 101V SL EAG TOURING B01 RPTL	235/50R21	Available	$ 418.75	**$ 217.75**	$ -
102062559	Passenger	Goodyear	Eagle Touring	255/50R21 109H XL EAGLE TOURING STR	255/50R21	Available	$ 503.74	**$ 261.94**	$ -
102046642	Passenger	Goodyear	Eagle Touring SCT	255/50R21 109H XL EAGLE TOURING SCT STR	255/50R21	Available	$ 499.99	**$ 259.99**	$ -
112015379	Passenger	Goodyear	Efficient Grip	195/55R16 87W EFFICIENTGRIP PERFROFSTR	195/55R16	Available	$ 395.07	**$ 205.44**	$ -
112031344	Passenger	Goodyear	Efficient Grip	225/45R18 91V EFFICIENTGRIP* ROF STR-RSC	225/45R18	Available	$ 348.79	**$ 181.37**	$ -
112014344	Passenger	Goodyear	Efficient Grip	235/45R19 95V SL EFFICIENTGRIP MOE ROF	235/45R19	Available	$ 429.02	**$ 223.09**	$ -
112006344	Passenger	Goodyear	Efficient Grip	255/40R18 95Y SL EFFICIENTGRIP* ROF TL	255/40R18	Available	$ 417.95	**$ 217.33**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
112073534	Passenger	Goodyear	Efficient Grip Perf	225/55R17 97W SL EFFIECIENTGRIP PERF STR	225/55R17	Available	$ 188.55	**$ 98.05**	$ -
112084534	Passenger	Goodyear	Efficient Grip Perf	205/45R17 88V XL EFFICENTGRIP PERF	205/45R17	Available	$ 249.99	**$ 129.99**	$ -
112081631	Passenger	Goodyear	Efficient Grip Perf	255/45R20 101T EFFICENTGRIP PERF EDT	255/45R20	Available	$ 473.75	**$ 246.35**	$ -
112080634	Passenger	Goodyear	Efficient Grip Perf	235/50R20 100T EFFICENTGRIP PERF EDT	235/50R20	Available	$ 436.25	**$ 226.85**	$ -
112228344	Passenger	Goodyear	Efficient Grip ROF	255/40R19 100Y XL EFFICIENTGRIP* ROF A0	255/40R19	Available	$ 707.93	**$ 368.12**	$ -
484159635	Passenger	Goodyear	ElectricDrive GT	255/45R19 XL ELECTRICDRIVE GT	255/45R19	Available	$ 337.88	**$ 175.70**	$ -
484165656	Passenger	Goodyear	ElectricDrive GT SCT	235/45R18 XL 98W ELECTRICDRIVE GT SCT	235/45R18	Available	$ 350.00	**$ 182.00**	$ -
484163656	Passenger	Goodyear	ElectricDrive GT SCT	235/40R19 96W XL ELECTRICDRIVE GT SCT	235/40R19	Discontinued	$ 368.76	**$ 191.76**	$ -
484186656	Passenger	Goodyear	ElectricDrive GT SCT	235/40R19 96W XL ELECTRICDRIVE GT SCT	235/40R19	Available	$ 378.05	**$ 196.59**	$ -
484159656	Passenger	Goodyear	ElectricDrive GT SCT	255/45R19 XL 104W ELECTRICDRIVE GT SCT	255/45R19	Available	$ 387.50	**$ 201.50**	$ -
763002657	Passenger	Goodyear	ElectricDrive SCT	215/50R17 95V XL ELECTRICDRIVE SCT VSB	215/50R17	Available	$ 281.11	**$ 146.18**	$ -
763003657	Passenger	Goodyear	ElectricDrive SCT	215/55R17 94V SL ELECTRICDRIVE SCT VSB	215/55R17	Available	$ 269.06	**$ 139.91**	$ -
111003513	Passenger	Goodyear	Excellence	245/40R19 98Y XL EXCELLENCE ROF STR-RSC	245/40R19	Available	$ 481.63	**$ 250.45**	$ -
684011293	Passenger	Goodyear	Excellence	255/45R20 101W SL EXCELLENCE AO BLTTL	255/45R20	Available	$ 531.68	**$ 276.47**	$ -
111045513	Passenger	Goodyear	Excellence ROF	245/40R20 99Y XL EXCELLENCE ROF BLTTL	245/40R20	Available	$ 671.98	**$ 349.43**	$ -
111016513	Passenger	Goodyear	Excellence ROF	245/45R19 98Y SL EXCELLENCE ROF BLTTL	245/45R19	Available	$ 633.84	**$ 329.60**	$ -
111446513	Passenger	Goodyear	Excellence ROF	275/35R19 96Y SL EXCELLENCE * ROF BLT TL	275/35R19	Available	$ 623.03	**$ 323.98**	$ -
111048513	Passenger	Goodyear	Excellence ROF	275/35R20 102Y XL EXCELLENCE ROF BLTTL	275/35R20	Available	$ 774.11	**$ 402.54**	$ -
111017513	Passenger	Goodyear	Excellence ROF	275/40R19 101Y SL EXCELLENCE ROF BLTTL	275/40R19	Available	$ 854.63	**$ 444.41**	$ -
402602047	Passenger	Goodyear	Integrity	185/55R15 82T SL INTEGRITY VSB TL	185/55R15	Available	$ 170.50	**$ 88.66**	$ -
402479047	Passenger	Goodyear	Integrity	225/65R17 101S SL INTEGRITY VSBRPTL	225/65R17	Available	$ 214.97	**$ 111.78**	$ -
117065646	Passenger	Goodyear	UG PERF + SUV	235/70R16 106T SL ULTRA GRIP + SUV UGS	235/70R16	Available	$ 209.31	**$ 108.84**	$ -
117488646	Passenger	Goodyear	UG PERF + SUV	235/60R17 102H SL UG PERF + SUV UGS	235/60R17	Available	$ 229.12	**$ 119.14**	$ -
117049646	Passenger	Goodyear	UG PERF + SUV	225/65R17 102H SL UG PERF + SUV UGS	225/65R17	Available	$ 216.16	**$ 112.40**	$ -
117061645	Passenger	Goodyear	UG PERF + SUV	215/65R17 99V SL UG PERF + SUV UGS	215/65R17	Available	$ 194.08	**$ 100.92**	$ -
117073646	Passenger	Goodyear	UG PERF + SUV	235/55R19 105V XL UG PERF + SUV UGS	235/55R19	Available	$ 275.87	**$ 143.45**	$ -
117068646	Passenger	Goodyear	UG PERF + SUV	235/65R17 108H XL ULTRAGRI PERF+ SUV UGS	235/65R17	Available	$ 234.21	**$ 121.79**	$ -
117076646	Passenger	Goodyear	UG PERF + SUV	235/65R18 110V XL UG PERF + SUV UGS	235/65R18	Available	$ 251.36	**$ 130.71**	$ -
117075646	Passenger	Goodyear	UG PERF + SUV	265/60R18 114H XL UG PERF + SUV UGS	265/60R18	Available	$ 285.38	**$ 148.40**	$ -
117054646	Passenger	Goodyear	UG PERF + SUV	215/70R16 100T SL UG PERF + SUV UGS	215/70R16	Available	$ 177.33	**$ 92.21**	$ -
117077646	Passenger	Goodyear	UG PERF + SUV	215/60R17 100V XL UG PERF + SUV UGS	215/60R17	Available	$ 199.06	**$ 103.51**	$ -
117062646	Passenger	Goodyear	UG PERF + SUV	225/60R18 104V XL UG PERF + SUV UGS	225/60R18	Available	$ 241.00	**$ 125.32**	$ -
117992646	Passenger	Goodyear	UG PERF + SUV	235/55R18 104H XL UG PERF + SUV UGS	235/55R18	Available	$ 271.45	**$ 141.16**	$ -
117019646	Passenger	Goodyear	UG PERF + SUV	225/55R19 99V SL UG PERF + SUV UGS	225/55R19	Available	$ 271.68	**$ 141.27**	$ -
117048646	Passenger	Goodyear	UG PERF + SUV	225/60R17 103V XL UG PERF + SUV UGS	225/60R17	Available	$ 231.15	**$ 120.20**	$ -
117072646	Passenger	Goodyear	UG PERF + SUV	225/55R18 102V XL UG PERF + SUV UGS	225/55R18	Available	$ 263.08	**$ 136.80**	$ -
117067650	Passenger	Goodyear	UG PERF SUV G1	245/50R20 105V XL UG PERF SUV G1 UGS	245/50R20	Available	$ 307.22	**$ 159.76**	$ -
117037650	Passenger	Goodyear	UG PERF SUV G1	255/50R20 109V XL UG PERF SUV G1 UGS	255/50R20	Available	$ 317.47	**$ 165.08**	$ -
117078650	Passenger	Goodyear	UG PERF SUV G1	285/35R22 106V XL UG PERF SUV G1	285/35R22	Available	$ 375.00	**$ 195.00**	
117847373	Passenger	Goodyear	ULT Grip 8	235/60R18 100H SL ULT GRIP 8 PERFORMANCE	255/60R18	Available	$ 338.60	**$ 176.07**	$ -
117838373	Passenger	Goodyear	Ultra Grip 8 Performance	285/45R20 112V XL ULT GRIP 8 PERFORM A0	285/45R20	Available	$ 551.10	**$ 286.57**	$ -
117195564	Passenger	Goodyear	Ultra Grip Performance	255/55R19 111H XL ULTRA GRIP PERF G-1 AO	255/55R19	Available	$ 410.45	**$ 213.43**	$ -
766739355	Passenger	Goodyear	Ultra Grip Winter	185/60R15 84T SL ULTRA GRIP WINTER TL	185/60R15	Discontinued	$ 127.45	**$ 66.27**	$ -
766105355	Passenger	Goodyear	Ultra Grip Winter	175/70R14 84T SL ULTRA GRIP W TER TL	175/70R14	Discontinued	$ 102.19	**$ 53.14**	
117780373	Passenger	Goodyear	UltraGrip 8 Perf	205/65R16 95H SL ULTRA GRIP 8 PERF UGS	205/65R16	Available	$ 163.91	**$ 85.24**	$ -
117060645	Passenger	Goodyear	UltraGrip 9+	205/65R15 94T SL UG 9+ UGS	205/65R15	Available	$ 147.16	**$ 76.52**	$ -
117059645	Passenger	Goodyear	UltraGrip 9+	205/60R16 92H SL UG 9+ UGS	205/60R16	Available	$ 163.29	**$ 84.91**	$ -
117045645	Passenger	Goodyear	UltraGrip 9+	195/65R15 91T SL UG 9+ UGS	195/65R15	Available	$ 144.05	**$ 74.90**	$ -
117044645	Passenger	Goodyear	UltraGrip 9+	195/60R15 88T SL UG 9+ UGS	195/60R15	Available	$ 143.48	**$ 74.61**	$ -
117051645	Passenger	Goodyear	UltraGrip 9+	185/65R15 88T SL UG 9+ UGS	185/65R15	Available	$ 138.16	**$ 71.84**	$ -
117046645	Passenger	Goodyear	UltraGrip 9+	205/55R16 94H XL UG 9+ UGS	205/55R16	Available	$ 183.04	**$ 95.18**	$ -
117040564	Passenger	Goodyear	Ultragrip Perf Gen-1	305/30R21 XL ULTRA GRIP PERF GEN-1 AO TL	305/30R21	Discontinued	$ 660.24	**$ 343.32**	$ -
117038564	Passenger	Goodyear	Ultragrip Perf Gen-1	245/35R20 XL ULTRA GRIP PERF GEN-1 AO TL	245/35R20	Available	$ 465.99	**$ 242.31**	$ -
117034564	Passenger	Goodyear	Ultragrip Perf Gen-1	245/45R20 XL ULTRA GRIP PERF GEN1 NF0	245/45R20	Available	$ 337.50	**$ 175.50**	$ -
653008580	Passenger	Goodyear	Ultragrip Perf Gen-1	205/60R16 96H ULTRAGRIP PERF GEN-1	205/60R16	Available	$ 212.50	**$ 110.50**	$ -
653006580	Passenger	Goodyear	Ultragrip Perf Gen-1	205/45R18 90H ULTRAGRIP PERF GEN-1	205/45R18	Available	$ 231.25	**$ 120.25**	$ -
117992564	Passenger	Goodyear	Ultragrip Perf Gen-1	235/55R18 XL ULTRA GRIP PERF GEN-1 AO TL	235/55R18	Available	$ 337.13	**$ 175.31**	$ -
117042564	Passenger	Goodyear	Ultragrip Perf Gen-1	235/55R19 105H UG PERF + MO XL	235/55R19	Available	$ 397.50	**$ 206.70**	$ -
117993564	Passenger	Goodyear	Ultragrip Perf Gen-1	265/40R20 XL ULTRA GRIP PERF GEN-1 AO TL	265/40R20	Available	$ 413.44	**$ 214.99**	$ -
117036564	Passenger	Goodyear	Ultragrip Perf Gen-1	285/40R20 XL ULTRA GRIP PERF GEN1 NF0	285/40R20	Available	$ 450.00	**$ 234.00**	$ -
653009637	Passenger	Goodyear	Ultragrip Perf Gen-1	235/60R20 108H XL ULTRAGRIP PERF G-1 STR	235/60R20	Available	$ 418.75	**$ 217.75**	$ -
117069564	Passenger	Goodyear	Ultragrip Perf Gen-1	305/30R21 104V UG PERF G1 NA0 XL	305/30R21	Available	$ 729.06	**$ 379.11**	$ -
653010637	Passenger	Goodyear	Ultragrip Perf Gen-1	255/50R21 109H XL ULTRAGRIP PERF G-1 STR	255/50R21	Available	$ 518.75	**$ 269.75**	$ -
117063637	Passenger	Goodyear	UltraGrip Perf+	215/60R16 99H XL UG PERF + UGS	215/60R16	Available	$ 174.21	**$ 90.59**	$ -
117079637	Passenger	Goodyear	UltraGrip Perf+	215/55R16 97H XL UG PERF + UGS	215/55R16	Available	$ 207.88	**$ 108.10**	$ -
117082637	Passenger	Goodyear	UltraGrip Perf+	275/45R21 110H XL UG PERF + MO	275/45R21	Available	$ 593.00	**$ 308.36**	$ -
117016637	Passenger	Goodyear	UltraGrip Perf+	215/65R16 98T SL UG PERF + UGS	215/65R16	Available	$ 186.50	**$ 96.98**	$ -
117773637	Passenger	Goodyear	UltraGrip Perf+	235/50R18 101V XL ULTRAGRIP PERF+ UGS	235/50R18	Available	$ 280.68	**$ 145.95**	$ -
117753637	Passenger	Goodyear	UltraGrip Perf+	225/55R17 97H SL UG PERF + UGS	225/55R17	Available	$ 218.99	**$ 113.87**	$ -
117064637	Passenger	Goodyear	UltraGrip Perf+	235/55R17 103V XL UG PERF + UGS	235/55R17	Available	$ 230.81	**$ 120.02**	$ -
117074637	Passenger	Goodyear	UltraGrip Perf+	265/50R20 111H XL UG PERF + UGS	265/50R20	Available	$ 337.28	**$ 175.39**	$ -
117043637	Passenger	Goodyear	UltraGrip Perf+	245/45R18 100H XL ULTRAGRIP PERF + STR	245/45R18	Available	$ 331.00	**$ 172.12**	$ -
117056637	Passenger	Goodyear	UltraGrip Perf+	225/50R17 98H XL UG PERF + UGS	225/50R17	Discontinued	$ 244.40	**$ 127.09**	$ -
117334637	Passenger	Goodyear	UltraGrip Perf+	235/60R16 100H SL UG PERF + UGS	235/60R16	Available	$ 185.70	**$ 96.57**	$ -
117525637	Passenger	Goodyear	UltraGrip Perf+	215/55R16 93H SL UG PERF + UGS	215/55R16	Discontinued	$ 185.65	**$ 96.54**	$ -
117028637	Passenger	Goodyear	UltraGrip Perf+	255/40R19 100V XL ULTRAGRIP PERF + STR	255/40R19	Available	$ 363.20	**$ 188.87**	$ -
117071637	Passenger	Goodyear	UltraGrip Perf+	225/50R18 99V XL UG PERF + UGS	225/50R18	Available	$ 254.59	**$ 132.39**	$ -
117070637	Passenger	Goodyear	UltraGrip Perf+	215/50R17 95V XL UG PERF + UGS	215/50R17	Available	$ 223.57	**$ 116.26**	$ -
117763637	Passenger	Goodyear	UltraGrip Perf+	215/55R17 98V XL UG PERF + UGS	215/55R17	Available	$ 203.70	**$ 105.93**	$ -
117041637	Passenger	Goodyear	UltraGrip Perf+	245/40R19 98V XL ULTRAGRIP PERF + STR	245/40R19	Available	$ 360.37	**$ 187.39**	$ -
117050637	Passenger	Goodyear	UltraGrip Perf+	225/60R16 102V XL UG PERF + UGS	225/60R16	Available	$ 176.71	**$ 91.89**	$ -
787064580	Passenger	Goodyear	Ultragrip Performance	225/50R17 ULTRAGRIP PERFORMANCE GEN-1	225/50R17	Available	$ 349.00	**$ 181.48**	$ -
781030579	Passenger	Goodyear	WinterCommand Ultra	175/65R15 84H SL WNTRCMD ULTRA	175/65R15	Available	$ 143.70	**$ 74.72**	$ -
781032579	Passenger	Goodyear	WinterCommand Ultra	185/55R16 83T SL WNTRCMD ULTRA	185/55R16	Available	$ 183.05	**$ 95.19**	$ -
781033579	Passenger	Goodyear	WinterCommand Ultra	185/60R15 84T SL WNTRCMD ULTRA	185/60R15	Available	$ 151.55	**$ 78.81**	$ -
781019579	Passenger	Goodyear	WinterCommand Ultra	185/65R15 88T SL WNTRCMD ULTRA	185/65R15	Available	$ 148.49	**$ 77.21**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
781001579	Passenger	Goodyear	WinterCommand Ultra	195/65R15 91T SL WNTRCMD ULTRA	195/65R15	Available	$ 154.50	**$ 80.34**	$ -
781018579	Passenger	Goodyear	WinterCommand Ultra	205/50R17 93H XL WNTRCMD ULTRA	205/50R17	Available	$ 244.00	**$ 126.88**	$ -
781002579	Passenger	Goodyear	WinterCommand Ultra	205/55R16 94H XL WNTRCMD ULTRA	205/55R16	Available	$ 201.05	**$ 104.55**	$ -
781007579	Passenger	Goodyear	WinterCommand Ultra	205/60R16 96H XL WNTRCMD ULTRA	205/60R16	Available	$ 178.65	**$ 92.90**	$ -
781020579	Passenger	Goodyear	WinterCommand Ultra	205/65R16 99H XL WNTRCMD ULTRA	205/65R16	Available	$ 181.65	**$ 94.46**	$ -
781015579	Passenger	Goodyear	WinterCommand Ultra	215/45R17 91H XL WNTRCMD ULTRA	215/45R17	Available	$ 251.15	**$ 130.60**	$ -
781016579	Passenger	Goodyear	WinterCommand Ultra	215/50R17 95H XL WNTRCMD ULTRA	215/50R17	Available	$ 258.45	**$ 134.39**	$ -
781006579	Passenger	Goodyear	WinterCommand Ultra	215/55R16 97H XL WNTRCMD ULTRA	215/55R16	Available	$ 208.45	**$ 108.39**	$ -
781005579	Passenger	Goodyear	WinterCommand Ultra	215/55R17 98H XL WNTRCMD ULTRA	215/55R17	Available	$ 225.75	**$ 117.39**	$ -
781003579	Passenger	Goodyear	WinterCommand Ultra	215/60R16 99H XL WNTRCMD ULTRA	215/60R16	Available	$ 187.90	**$ 97.71**	$ -
781010579	Passenger	Goodyear	WinterCommand Ultra	215/65R16 102T XL WNTRCMD ULTRA	215/65R16	Available	$ 203.45	**$ 105.79**	$ -
781021579	Passenger	Goodyear	WinterCommand Ultra	215/65R17 103T XL WNTRCMD ULTRA	215/65R17	Available	$ 209.90	**$ 109.15**	$ -
781035579	Passenger	Goodyear	WinterCommand Ultra	225/40R18 92V XL WNTRCMD ULTRA	225/40R18	Available	$ 305.05	**$ 158.63**	$ -
781022579	Passenger	Goodyear	WinterCommand Ultra	225/45R17 94H XL WNTRCMD ULTRA	225/45R17	Available	$ 268.45	**$ 139.59**	$ -
781013579	Passenger	Goodyear	WinterCommand Ultra	225/45R18 95V XL WNTRCMD ULTRA	225/45R18	Available	$ 294.55	**$ 153.17**	$ -
781011579	Passenger	Goodyear	WinterCommand Ultra	225/50R17 98H XL WNTRCMD ULTRA	225/50R17	Available	$ 273.10	**$ 142.01**	$ -
781017579	Passenger	Goodyear	WinterCommand Ultra	225/50R18 99H XL WNTRCMD ULTRA	225/50R18	Available	$ 283.70	**$ 147.52**	$ -
781009579	Passenger	Goodyear	WinterCommand Ultra	225/55R17 101H XL WNTRCMD ULTRA	225/55R17	Available	$ 239.80	**$ 124.70**	$ -
781067579	Passenger	Goodyear	WinterCommand Ultra	225/55R18 102V XL WNTRCMD ULTRA	225/55R18	Available	$ 271.60	**$ 141.23**	$ -
781012579	Passenger	Goodyear	WinterCommand Ultra	225/60R16 102H XL WNTRCMD ULTRA	225/60R16	Available	$ 193.05	**$ 100.39**	$ -
781023579	Passenger	Goodyear	WinterCommand Ultra	225/60R18 100H SL WNTRCMD ULTRA	225/60R18	Available	$ 266.60	**$ 138.63**	$ -
781063579	Passenger	Goodyear	WinterCommand Ultra	225/65R17 102H SL WNTRCMD ULTRA	225/65R17	Available	$ 226.35	**$ 117.70**	$ -
781037579	Passenger	Goodyear	WinterCommand Ultra	235/40R19 96V XL WNTRCMD ULTRA	235/40R19	Available	$ 338.50	**$ 176.02**	$ -
781073579	Passenger	Goodyear	WinterCommand Ultra	235/45R18 99V XL WNTRCMD ULTRA	235/45R18	Available	$ 297.15	**$ 154.52**	$ -
781072579	Passenger	Goodyear	WinterCommand Ultra	235/45R19 99V XL WNTRCMD ULTRA	235/45R19	Available	$ 324.75	**$ 168.87**	$ -
781040579	Passenger	Goodyear	WinterCommand Ultra	235/50R18 101V XL WNTRCMD ULTRA	235/50R18	Available	$ 291.25	**$ 151.45**	$ -
781041579	Passenger	Goodyear	WinterCommand Ultra	235/50R19 103H XL WNTRCMD ULTRA	235/50R19	Available	$ 314.90	**$ 163.75**	$ -
781008579	Passenger	Goodyear	WinterCommand Ultra	235/55R17 99H SL WNTRCMD ULTRA	235/55R17	Available	$ 259.50	**$ 134.94**	$ -
781014579	Passenger	Goodyear	WinterCommand Ultra	235/55R18 100H SL WNTRCMD ULTRA	235/55R18	Available	$ 281.97	**$ 146.62**	$ -
781043579	Passenger	Goodyear	WinterCommand Ultra	235/55R20 102H SL WNTRCMD ULTRA	235/55R20	Available	$ 368.05	**$ 191.39**	$ -
781027579	Passenger	Goodyear	WinterCommand Ultra	235/60R18 107H XL WNTRCMD ULTRA	235/60R18	Available	$ 289.65	**$ 150.62**	$ -
781064579	Passenger	Goodyear	WinterCommand Ultra	235/65R17 104H SL WNTRCMD ULTRA	235/65R17	Available	$ 240.15	**$ 124.88**	$ -
781066579	Passenger	Goodyear	WinterCommand Ultra	235/65R18 106V SL WNTRCMD ULTRA	235/65R18	Available	$ 269.60	**$ 140.19**	$ -
781044579	Passenger	Goodyear	WinterCommand Ultra	245/40R18 97V XL WNTRCMD ULTRA	245/40R18	Available	$ 310.95	**$ 161.69**	$ -
781046579	Passenger	Goodyear	WinterCommand Ultra	245/45R18 100V XL WNTRCMD ULTRA	245/45R18	Available	$ 314.90	**$ 163.75**	$ -
781060579	Passenger	Goodyear	WinterCommand Ultra	245/45R19 102V XL WNTRCMD ULTRA	245/45R19	Available	$ 344.40	**$ 179.09**	$ -
781068579	Passenger	Goodyear	WinterCommand Ultra	245/50R20 102V SL WNTRCMD ULTRA	245/50R20	Available	$ 334.60	**$ 173.99**	$ -
781071579	Passenger	Goodyear	WinterCommand Ultra	245/55R19 107V SL WNTRCMD ULTRA	245/55R19	Available	$ 324.75	**$ 168.87**	$ -
781065579	Passenger	Goodyear	WinterCommand Ultra	245/60R18 105V SL WNTRCMD ULTRA	245/60R18	Available	$ 283.40	**$ 147.37**	$ -
781050579	Passenger	Goodyear	WinterCommand Ultra	255/45R20 105V XL WNTRCMD ULTRA	255/45R20	Available	$ 364.10	**$ 189.33**	$ -
781069579	Passenger	Goodyear	WinterCommand Ultra	255/50R20 109V XL WNTRCMD ULTRA	255/50R20	Available	$ 358.20	**$ 186.26**	$ -
781059579	Passenger	Goodyear	WinterCommand Ultra	255/55R19 111H XL WNTRCMD ULTRA	255/55R19	Available	$ 344.40	**$ 179.09**	$ -
781070579	Passenger	Goodyear	WinterCommand Ultra	265/50R20 107V SL WNTRCMD ULTRA	265/50R20	Available	$ 381.85	**$ 198.56**	$ -
781057579	Passenger	Goodyear	WinterCommand Ultra	275/45R20 110H XL WNTRCMD ULTRA	275/45R20	Available	$ 393.65	**$ 204.70**	$ -
755667383	Light Truck	Goodyear	Assurance CS Fuel Max	225/65R17 102H SL ASSUR CS FUEL MAX VSB	225/65R17	Available	$ 251.24	**$ 130.64**	$ -
755907383	Light Truck	Goodyear	Assurance CS Fuel Max	255/65R18 111T SL ASSUR CS FUEL MAX VSB	255/65R18	Available	$ 294.58	**$ 153.18**	$ -
771811118	Light Truck	Goodyear	Cargo	205/65R15C 102/100R LR-C CARGO G26 BLTTL	205/65R15C	Discontinued	$ 276.71	**$ 143.89**	$ -
724864519	Light Truck	Goodyear	Endurance Trailer	ST205/75R14 105N LR-D ENDURANCE BSW TL	ST205/75R14	Available	$ 177.45	**$ 92.27**	$ -
724865519	Light Truck	Goodyear	Endurance Trailer	ST215/75R14 108N LR-D ENDURANCE BSW TL	ST215/75R14	Available	$ 177.83	**$ 92.47**	$ -
724858519	Light Truck	Goodyear	Endurance Trailer	ST235/80R16 123N LR-E ENDURANCE BSW TL	ST235/80R16	Available	$ 251.00	**$ 130.52**	$ -
724860519	Light Truck	Goodyear	Endurance Trailer	ST235/85R16 125N LR-E ENDURANCE BSW TL	ST235/85R16	Available	$ 278.41	**$ 144.77**	$ 1.32
724862519	Light Truck	Goodyear	Endurance Trailer	ST255/85R16 129N LR-E ENDURANCE BSW TL	ST255/85R16	Available	$ 311.73	**$ 162.10**	$ 5.48
357013294	Light Truck	Goodyear	Fierce Attitude M/T	35X12.50R20LT 121Q E FIERCE ATTITUDE M/T	35X12.50R20LT	Available	$ 509.30	**$ 264.84**	$ -
151093203	Light Truck	Goodyear	Fortera HL	265/50R20 107T SL FORTERA HL VSB TL	265/50R20	Available	$ 290.33	**$ 150.97**	$ -
151284203	Light Truck	Goodyear	Fortera HL	P245/65R17 105T S2 FORTERA HL VSB TL	P245/65R17	Available	$ 217.74	**$ 113.22**	$ -
151056203	Light Truck	Goodyear	Fortera HL	P245/70R17 108T SL FORTERA HL VSB TL	P245/70R17	Available	$ 227.43	**$ 118.26**	$ -
151559248	Light Truck	Goodyear	Fortera HL	P255/65R18 109S S2 FORTERA HL TL	P255/65R18	Available	$ 269.35	**$ 140.06**	$ -
151774163	Light Truck	Goodyear	Fortera SL	305/40R22 114H S2 FORTERA SL VSB TL	305/40R22	Available	$ 472.90	**$ 245.91**	$ -
151775163	Light Truck	Goodyear	Fortera SL	305/45R22 118H S2 FORTERA SL VSB TL	305/45R22	Available	$ 458.28	**$ 238.31**	$ -
754587575	Light Truck	Goodyear	Ultra Grip+ SUV 4x4	245/60R18 105H SL ULTRAGRIP + SUV UGS	245/60R18	Available	$ 276.89	**$ 143.98**	$ -
754317575	Light Truck	Goodyear	Ultra Grip+ SUV 4x4	265/70R16 112T SL ULTRA GRIP + SUV UGS	265/70R16	Available	$ 239.30	**$ 124.44**	$ -
754594575	Light Truck	Goodyear	Ultra Grip+ SUV 4x4	245/65R17 107H SL ULTRA GRIP + SUV UGS	245/65R17	Available	$ 242.64	**$ 126.17**	$ -
754338575	Light Truck	Goodyear	Ultra Grip+ SUV 4x4	265/65R17 112T SL ULTRAGRIP + SUV UGS	265/65R17	Available	$ 251.36	**$ 130.71**	$ -
184152786	Light Truck	Goodyear	WinterCommand LT	LT265/70R17 121Q E WINTERCOMMAND LT	LT265/70R17	Available	$ 325.60	**$ 169.31**	$ -
184432786	Light Truck	Goodyear	WinterCommand LT	LT275/70R18 125Q E WINTERCOMMAN LT	LT275/70R18	Available	$ 357.75	**$ 186.03**	$ 1.32
781076579	Light Truck	Goodyear	WinterCommand Ultra	235/55R19 105H XL WNTRCMD ULTRA	235/55R19	Available	$ 309.00	**$ 160.68**	$ -
740036515	Light Truck	Goodyear	Wrangler AT	LT195/75R14 C WRL AT HBW TL	LT195/75R14	Available	$ 317.70	**$ 165.20**	$ -
758089572	Light Truck	Goodyear	Wrangler AT Adventure	235/75R17 109T SL WRL AT ADVENTURE BSL	235/75R17	Available	$ 261.54	**$ 136.00**	$ -
758592572	Light Truck	Goodyear	Wrangler AT Adventure	245/65R17 107T SL WRL AT ADVENTURE BSL	245/65R17	Available	$ 317.31	**$ 165.00**	$ -
758060572	Light Truck	Goodyear	Wrangler AT Adventure	245/70R17 110T SL WRL AT ADVENTURE BSL	245/70R17	Available	$ 319.23	**$ 166.00**	$ -
758059571	Light Truck	Goodyear	Wrangler AT Adventure	245/75R16 111T SL WRL AT ADVENTURE OWL	245/75R16	Available	$ 327.58	**$ 170.34**	$ -
758177707	Light Truck	Goodyear	Wrangler AT Adventure	245/75R17 112T SL WRL AT ADVENTURE BSW	245/75R17	Available	$ 232.26	**$ 120.78**	$ -
758264845	Light Truck	Goodyear	Wrangler AT Adventure	255/60R20 113H WRL A/T ADVENTURE JLR	255/60R20	Available	$ 404.19	**$ 210.18**	$ -
758069572	Light Truck	Goodyear	Wrangler AT Adventure	255/65R17 110T SL WRL AT ADVENTURE BSL	255/65R17	Available	$ 268.93	**$ 139.84**	$ -
758263845	Light Truck	Goodyear	Wrangler AT Adventure	255/65R19 114H WRL A/T ADVENTURE JLR	255/65R19	Available	$ 372.84	**$ 193.88**	$ -
758067571	Light Truck	Goodyear	Wrangler AT Adventure	255/70R17 112T SL WRL AT ADVENTURE OWL	255/70R17	Available	$ 325.00	**$ 169.00**	$ -
758074707	Light Truck	Goodyear	Wrangler AT Adventure	255/70R18 113T SL WRL AT ADVENTURE BSW	255/70R18	Available	$ 252.65	**$ 131.38**	$ -
758260845	Light Truck	Goodyear	Wrangler AT Adventure	255/70R18 116H XL WRL AT ADVENTURE JLR	255/70R18	Available	$ 352.15	**$ 183.12**	$ -
758124630	Light Truck	Goodyear	Wrangler AT Adventure	265/50R20 107T SL WRL AT ADVENTURE VSB	265/50R20	Available	$ 344.23	**$ 179.00**	$ -
758076571	Light Truck	Goodyear	Wrangler AT Adventure	265/60R18 110T SL WRL AT ADVENTURE OWL	265/60R18	Available	$ 365.38	**$ 190.00**	$ -
758076630	Light Truck	Goodyear	Wrangler AT Adventure	265/60R18 110T SL WRL AT ADVENTURE VSB	265/60R18	Available	$ 362.65	**$ 188.58**	$ -
758061571	Light Truck	Goodyear	Wrangler AT Adventure	265/65R17 112T SL WRL AT ADVENTURE OWL	265/65R17	Available	$ 348.08	**$ 181.00**	$ -
758068571	Light Truck	Goodyear	Wrangler AT Adventure	265/65R18 114T SL WRL AT ADVENTURE OWL	265/65R18	Available	$ 330.77	**$ 172.00**	$ -
758042572	Light Truck	Goodyear	Wrangler AT Adventure	265/70R17 115T SL WRL AT ADVENTURE BSL	265/70R17	Available	$ 303.85	**$ 158.00**	$ -
758070571	Light Truck	Goodyear	Wrangler AT Adventure	265/70R18 116T SL WRL AT ADVENTURE OWL	265/70R18	Available	$ 315.38	**$ 164.00**	$ -
758065572	Light Truck	Goodyear	Wrangler AT Adventure	275/55R20 113T SL WRL AT ADVENTURE BSL	275/55R20	Available	$ 348.08	**$ 181.00**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
758065571	Light Truck	Goodyear	Wrangler AT Adventure	275/55R20 113T SL WRL AT ADVENTURE OWL	275/55R20	Available	$ 348.08	**$ 181.00**	$ -
758082572	Light Truck	Goodyear	Wrangler AT Adventure	275/60R20 115T SL WRL AT ADVENTURE BSL	275/60R20	Available	$ 351.92	**$ 183.00**	$ -
758073571	Light Truck	Goodyear	Wrangler AT Adventure	275/60R20 115T SL WRL AT ADVENTURE OWL	275/60R20	Available	$ 351.92	**$ 183.00**	$ -
758081572	Light Truck	Goodyear	Wrangler AT Adventure	275/65R18 116T SL WRL AT ADVENTURE BSL	275/65R18	Available	$ 338.46	**$ 176.00**	$ -
758066571	Light Truck	Goodyear	Wrangler AT Adventure	275/65R18 116T SL WRL AT ADVENTURE OWL	275/65R18	Available	$ 380.77	**$ 198.00**	$ -
748517572	Light Truck	Goodyear	Wrangler AT Adventure	LT215/85R16 115R E WRL AT ADVENTURE BSL	LT215/85R16	Available	$ 317.31	**$ 165.00**	$ -
748748572	Light Truck	Goodyear	Wrangler AT Adventure	LT225/75R16 115R E WRL AT ADVENTURE BSL	LT225/75R16	Available	$ 308.93	**$ 160.64**	$ -
748635572	Light Truck	Goodyear	Wrangler AT Adventure	LT235/80R17 120R E WRL AT ADVENTURE BSL	LT235/80R17	Available	$ 326.92	**$ 170.00**	$ -
748469572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/70R17 119R E WRL AT ADVENTURE BSL	LT245/70R17	Available	$ 315.38	**$ 164.00**	$ -
748103572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/75R16 120S E WRL AT ADVENTURE BSL	LT245/75R16	ontinued - Low Inver	$ 348.51	**$ 181.23**	$ -
748104572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/75R17 121S E WRL AT ADVENTURE BSL	LT245/75R17	Available	$ 332.69	**$ 173.00**	$ -
748097572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/60R20 121R E WRL AT ADVENTURE BSL	LT265/60R20	Available	$ 442.31	**$ 230.00**	$ -
748661572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R17 121S E WRL AT ADVENTURE BSL	LT265/70R17	Available	$ 351.92	**$ 183.00**	$ -
748661571	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R17 121S E WRL AT ADVENTURE OWL	LT265/70R17	Available	$ 351.92	**$ 183.00**	$ -
748014572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R18 124S E WRL AT ADVENTURE BSL	LT265/70R18	Available	$ 396.15	**$ 206.00**	$ 0.19
748746572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/75R16 123R E WRL AT ADVENTURE BSL	LT265/75R16	Available	$ 361.54	**$ 188.00**	$ -
748965571	Light Truck	Goodyear	Wrangler AT Adventure	LT275/65R18 123S E WRL AT ADVENTURE OWL	LT275/65R18	Available	$ 440.38	**$ 229.00**	$ -
748303572	Light Truck	Goodyear	Wrangler AT Adventure	LT275/65R20 126S E WRL AT ADVENTURE BSL	LT275/65R20	Available	$ 446.15	**$ 232.00**	$ 2.36
748139686	Light Truck	Goodyear	Wrangler AT Adventure	LT275/70R18 E WRL AT ADVENTURE B01 NSF	LT275/70R18	Available	$ 369.04	**$ 191.90**	$ 1.32
748139571	Light Truck	Goodyear	Wrangler AT Adventure	LT275/70R18 E WRL AT ADVENTURE OWL NSF	LT275/70R18	Available	$ 373.05	**$ 193.99**	$ 1.32
748015572	Light Truck	Goodyear	Wrangler AT Adventure	LT285/60R20 125R E WRL AT ADVENTURE BSL	LT285/60R20	Available	$ 525.00	**$ 273.00**	$ 1.32
748096572	Light Truck	Goodyear	Wrangler AT Adventure	LT285/70R17 121R E WRL AT ADVENTURE BSL	LT285/70R17	Available	$ 371.15	**$ 193.00**	$ -
411154177	Light Truck	Goodyear	Wrangler AT/S	LT215/75R15 106/103S D WRL AT/S BSLRPTL	LT215/75R15	Available	$ 301.90	**$ 156.99**	$ -
410422176	Light Truck	Goodyear	Wrangler AT/S	P265/70R17 113S S2 WRL AT/S OWL TL	P265/70R17	Available	$ 237.10	**$ 123.29**	$ -
753007001	Light Truck	Goodyear	Wrangler Boulder MT	33X12.50R15LT 108Q C WRL BOULDER MT OWL	LT33X12.50R15	New Q3 2023	$ 403.90	**$ 210.03**	$ -
753008002	Light Truck	Goodyear	Wrangler Boulder MT	33X12.50R20LT 119Q F WRL BOULDER MT BSL	LT33X12.50R20	New Q3 2023	$ 601.40	**$ 312.73**	$ -
753009001	Light Truck	Goodyear	Wrangler Boulder MT	35X12.50R15LT 113Q C WRL BOULDER MT OWL	LT35X12.50R15	New Q3 2023	$ 397.54	**$ 206.72**	$ -
753011001	Light Truck	Goodyear	Wrangler Boulder MT	35X12.50R17LT 121Q E WRL BOULDER MT OWL	LT35X12.50R17	New Q3 2023	$ 541.51	**$ 281.59**	$ -
753012001	Light Truck	Goodyear	Wrangler Boulder MT	35X12.50R18LT 123Q E WRL BOULDER MT OWL	LT35X12.50R18	New Q3 2023	$ 615.43	**$ 320.02**	$ -
753013002	Light Truck	Goodyear	Wrangler Boulder MT	35X12.50R20LT 125Q F WRL BOULDER MT BSL	LT35X12.50R20	New Q3 2023	$ 635.81	**$ 330.62**	$ 1.32
753016002	Light Truck	Goodyear	Wrangler Boulder MT	35X12.50R22LT 121Q F WRL BOULDER MT BSL	LT35X12.50R22	New Q3 2023	$ 737.74	**$ 383.62**	$ -
753014002	Light Truck	Goodyear	Wrangler Boulder MT	37X12.50R17LT 124Q D WRL BOULDER MT BSL	LT37X12.50R17	New Q3 2023	$ 611.60	**$ 318.03**	$ 0.19
753015002	Light Truck	Goodyear	Wrangler Boulder MT	37X12.50R20LT 126Q E WRL BOULDER MT BSL	LT37X12.50R20	New Q3 2023	$ 682.95	**$ 355.13**	$ 2.36
753001001	Light Truck	Goodyear	Wrangler Boulder MT	LT265/70R17 121Q E WRL BOULDER MT OWL	LT265/70R17	New Q3 2023	$ 394.99	**$ 205.39**	$ -
753002001	Light Truck	Goodyear	Wrangler Boulder MT	LT265/75R16 123Q E WRL BOULDER MT OWL	LT265/75R16	New Q3 2023	$ 380.96	**$ 198.10**	$ -
753003001	Light Truck	Goodyear	Wrangler Boulder MT	LT275/70R18 125P E WRL BOULDER MT OWL	LT275/70R18	New Q3 2023	$ 457.43	**$ 237.86**	$ 1.32
753004001	Light Truck	Goodyear	Wrangler Boulder MT	LT285/70R17 121Q E WRL BOULDER MT OWL	LT285/70R17	New Q3 2023	$ 468.89	**$ 243.82**	$ -
753005001	Light Truck	Goodyear	Wrangler Boulder MT	LT285/75R16 126Q E WRL BOULDER MT OWL	LT285/75R16	New Q3 2023	$ 416.65	**$ 216.66**	$ 2.36
753018002	Light Truck	Goodyear	Wrangler Boulder MT	LT295/60R20 126Q E WRL BOULDER MT BSL	LT295/60R20	New Q3 2023	$ 626.89	**$ 325.98**	$ 2.36
753017002	Light Truck	Goodyear	Wrangler Boulder MT	LT295/65R20 129Q E WRL BOULDER MT BSL	LT295/65R20	New Q3 2023	$ 621.79	**$ 323.33**	$ 5.48
753006001	Light Truck	Goodyear	Wrangler Boulder MT	LT295/70R18 129P E WRL BOULDER MT OWL	LT295/70R18	New Q3 2023	$ 530.05	**$ 275.63**	$ 5.48
150675601	Light Truck	Goodyear	Wrangler DuraTrac	245/70R17 110S SL WRL DURATRAC BSL TL	245/70R17	Available	$ 332.13	**$ 172.71**	$ -
312022142	Light Truck	Goodyear	Wrangler DuraTrac	LT245/70R17 119Q E WRL DURATRAC BSL TL	LT245/70R17	Available	$ 331.96	**$ 172.62**	$ -
150884574	Light Truck	Goodyear	Wrangler DuraTrac	255/55R19 111Q XL WRL DURATRAC XL FP TL	255/55R19	Available	$ 403.29	**$ 209.71**	$ -
150009601	Light Truck	Goodyear	Wrangler DuraTrac	255/55R20 110Q XL WRL DURATRAC BLT TL	255/55R20	Available	$ 412.04	**$ 214.26**	$ -
150524601	Light Truck	Goodyear	Wrangler DuraTrac	255/70R18 113S SL WRL DURATRAC BSL TL	255/70R18	Available	$ 387.49	**$ 201.49**	$ -
150014574	Light Truck	Goodyear	Wrangler DuraTrac	255/70R18 116Q XL WRL DURATRAC JLR	255/70R18	Available	$ 375.70	**$ 195.36**	$ -
150684601	Light Truck	Goodyear	Wrangler DuraTrac	255/75R17 115S SL WRL DURATRAC BSL TL	255/75R17	Available	$ 345.15	**$ 179.48**	$ -
150525601	Light Truck	Goodyear	Wrangler DuraTrac	265/60R18 110S SL WRL DURATRAC BSL TL	265/60R18	Available	$ 400.24	**$ 208.12**	$ -
150153601	Light Truck	Goodyear	Wrangler DuraTrac	265/65R17 112S SL WRL DURATRAC BSL TL	265/65R17	Available	$ 337.74	**$ 175.62**	$ -
150644601	Light Truck	Goodyear	Wrangler DuraTrac	265/65R18 114S SL WRL DURATRAC BSL TL	265/65R18	Discontinued	$ 407.35	**$ 211.82**	$ -
150564601	Light Truck	Goodyear	Wrangler DuraTrac	265/70R16 112S SL WRL DURATRAC BSL TL	265/70R16	Available	$ 322.26	**$ 167.58**	$ -
150154601	Light Truck	Goodyear	Wrangler DuraTrac	265/70R17 115S SL WRL DURATRAC BSL TL	265/70R17	Available	$ 336.49	**$ 174.97**	$ -
150008601	Light Truck	Goodyear	Wrangler DuraTrac	275/55R20 113T SL WRL DURATRAC BSL TL	275/55R20	Available	$ 430.05	**$ 223.63**	$ -
150678601	Light Truck	Goodyear	Wrangler DuraTrac	275/60R20 115S SL WRL DURATRAC BSL TL	275/60R20	Available	$ 432.90	**$ 225.11**	$ -
150638601	Light Truck	Goodyear	Wrangler DuraTrac	275/65R18 116S SL WRL DURATRAC BSL TL	275/65R18	Available	$ 420.11	**$ 218.46**	$ -
312007027	Light Truck	Goodyear	Wrangler DuraTrac	31X10.50R15LT 109Q C WRL DURATRAC TL	31X10.50R15LT	Available	$ 257.69	**$ 134.00**	$ -
312020027	Light Truck	Goodyear	Wrangler DuraTrac	33X12.50R15LT 108Q C WRL DURATRAC TL	33X12.50R15LT	Available	$ 422.96	**$ 219.94**	$ -
312064142	Light Truck	Goodyear	Wrangler DuraTrac	33X12.50R20LT 114Q E WRL DURATRAC BSL TL	33X12.50R20LT	Available	$ 647.58	**$ 336.74**	$ -
312054142	Light Truck	Goodyear	Wrangler DuraTrac	35X12.50R17LT 121Q E WRL DURATRAC BSL TL	35X12.50R17LT	Available	$ 581.83	**$ 302.55**	$ -
312085142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/75R18 129Q E WRL DURATRAC NSF BSL	LT285/75R18	Available	$ 490.08	**$ 254.84**	$ 5.48
312009142	Light Truck	Goodyear	Wrangler DuraTrac	LT225/75R16 115/112Q E WRL DURATRAC TL	LT225/75R16	Available	$ 290.38	**$ 151.00**	$ -
312008027	Light Truck	Goodyear	Wrangler DuraTrac	LT235/75R15 104/101Q C WRL DURATRAC TL	LT235/75R15	Available	$ 299.46	**$ 155.72**	$ -
312032142	Light Truck	Goodyear	Wrangler DuraTrac	LT235/80R17 120/117Q E WRL DURATRAC BSL	LT235/80R17	Available	$ 340.38	**$ 177.00**	$ -
312036142	Light Truck	Goodyear	Wrangler DuraTrac	LT235/85R16 120/116Q E WRL DURATRAC TL	LT235/85R16	Available	$ 273.08	**$ 142.00**	$ -
312249027	Light Truck	Goodyear	Wrangler DuraTrac	LT245/75R16 120/116Q E WRL DURATRAC OWL	LT245/75R16	Available	$ 300.00	**$ 156.00**	$ -
312112027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/70R17 121Q E WRL DURATRAC OWLNSPSF	LT285/70R17	Available	$ 432.45	**$ 224.87**	$ -
312023027	Light Truck	Goodyear	Wrangler DuraTrac	LT245/75R17 121/118Q E WRL DURATRAC TL	LT245/75R17	Discontinued	$ 338.46	**$ 176.00**	$ -
312014142	Light Truck	Goodyear	Wrangler DuraTrac	LT265/70R17 121/118Q E WRL DURATRAC TL	LT265/70R17	Available	$ 361.54	**$ 188.00**	$ -
312018027	Light Truck	Goodyear	Wrangler DuraTrac	LT265/75R16 112/109Q C WRL DURATRAC TL	LT265/75R16	Available	$ 349.40	**$ 181.69**	$ -
312034142	Light Truck	Goodyear	Wrangler DuraTrac	LT265/75R16 123/120P E WRL DURATRAC BSL	LT265/75R16	Available	$ 328.85	**$ 171.00**	$ -
312067142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R18 113Q C WRL DURATRAC BSL TL	LT275/65R18	Available	$ 367.56	**$ 191.13**	$ -
312011142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R18 123/120Q E WRL DURATRAC TL	LT275/65R18	Available	$ 426.92	**$ 222.00**	$ -
312025142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R20 126/123Q E WRL DURATRAC TL	LT275/65R20	Available	$ 484.62	**$ 252.00**	$ 2.36
312068027	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 121R D WRL DURATRAC BSL NSF	LT275/70R18	Available	$ 415.89	**$ 216.26**	$ -
312012142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 125/122Q E WRL DURATRAC TL	LT275/70R18	Available	$ 430.77	**$ 224.00**	$ 1.32
312065027	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 125R E WRL DURATRAC OWL TL	LT275/70R18	Available	$ 416.44	**$ 216.55**	$ 1.32
312028142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/60R20 125/122Q E WRL DURATRAC TL	LT285/60R20	ontinued - Low Inver	$ 548.08	**$ 285.00**	$ 1.32
312058027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/65R18 125Q E WRL DURATRAC OWL TL	LT285/65R18	Available	$ 486.54	**$ 253.00**	$ 1.32
312035142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/75R16 126/123P E WRL DURATRAC BSL	LT285/75R16	Available	$ 353.85	**$ 184.00**	$ 2.36
312024142	Light Truck	Goodyear	Wrangler DuraTrac	LT295/65R18 127/124Q E WRL DURATRAC TL	LT295/65R18	Available	$ 521.43	**$ 271.14**	$ 3.40
312053142	Light Truck	Goodyear	Wrangler DuraTrac	LT295/70R17 121Q E WRL DURATRAC BSL TL	LT295/70R17	Available	$ 505.55	**$ 262.89**	$ -
312030142	Light Truck	Goodyear	Wrangler DuraTrac	LT305/55R20 121/118Q E WRL DURATRAC TL	LT305/55R20	Available	$ 488.46	**$ 254.00**	$ -
312031142	Light Truck	Goodyear	Wrangler DuraTrac	LT315/70R17 121/118Q D WRL DURATRAC TL	LT315/70R17	Available	$ 519.46	**$ 270.12**	$ -
312029142	Light Truck	Goodyear	Wrangler DuraTrac	LT325/60R20 126Q E WRL DURATRAC TL	LT325/60R20	Available	$ 765.01	**$ 397.81**	$ 2.36
312016142	Light Truck	Goodyear	Wrangler DuraTrac	LT325/65R18 127/124Q E WRL DURATRAC TL	LT325/65R18	Available	$ 613.15	**$ 318.84**	$ 3.40

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
312110027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/70R17 121Q D WRL DURATRAC OWL NSP	LT285/70R17	Available	$ 442.81	**$ 230.26**	$ -
312109142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/60R20 125Q E WRL DURATRAC BSL NSP	LT285/60R20	Available	$ 679.85	**$ 353.52**	$ 1.32
150013574	Light Truck	Goodyear	Wrangler DuraTrac (P	255/60R20 113Q XL WRL DURATRAC JLR	255/60R20	Available	$ 405.69	**$ 210.96**	$ -
150012574	Light Truck	Goodyear	Wrangler DuraTrac (P	255/65R19 114Q XL WRL DURATRAC JLR	255/65R19	Available	$ 419.81	**$ 218.30**	$ -
150021991	Light Truck	Goodyear	Wrangler DuraTrac RT	245/70R17 114T XL WRL DURATRAC RT BSL TL	245/70R17	New Q3 2023	$ 331.76	**$ 172.52**	$ -
150022991	Light Truck	Goodyear	Wrangler DuraTrac RT	255/65R17 114T XL WRL DURATRAC RT BSL TL	255/65R17	New Q3 2023	$ 349.59	**$ 181.79**	$ -
150023991	Light Truck	Goodyear	Wrangler DuraTrac RT	255/70R17 112T SL WRL DURATRAC RT BSL TL	255/70R17	New Q3 2023	$ 329.01	**$ 171.09**	$ -
150028991	Light Truck	Goodyear	Wrangler DuraTrac RT	255/70R18 116T XL WRL DURATRAC RT BSL TL	255/70R18	New Q3 2023	$ 393.45	**$ 204.59**	$ -
150026991	Light Truck	Goodyear	Wrangler DuraTrac RT	255/75R17 115T SL WRL DURATRAC RT BSL TL	255/75R17	New Q3 2023	$ 357.81	**$ 186.06**	$ -
150035991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/50R22 112T XL WRL DURATRAC RT BSL TL	265/50R22	New Q3 2023	$ 555.23	**$ 288.72**	$ -
150029991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/60R18 114T XL WRL DURATRAC RT BSL TL	265/60R18	New Q3 2023	$ 396.25	**$ 206.05**	$ -
150033991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/60R20 112T SL WRL DURATRAC RT BSL TL	265/60R20	New Q3 2023	$ 453.78	**$ 235.97**	$ -
150032991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/65R17 116T XL WRL DURATRAC RT BSL TL	265/65R17	New Q3 2023	$ 346.84	**$ 180.36**	$ -
150030991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/65R18 116T XL WRL DURATRAC RT BSL TL	265/65R18	New Q3 2023	$ 388.54	**$ 202.04**	$ -
150020991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/70R16 116T XL WRL DURATRAC RT BSL TL	265/70R16	New Q3 2023	$ 300.71	**$ 156.37**	$ -
150027991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/70R17 116T XL WRL DURATRAC RT BSL TL	265/70R17	New Q3 2023	$ 323.34	**$ 168.14**	$ -
150034991	Light Truck	Goodyear	Wrangler DuraTrac RT	265/70R18 116T SL WRL DURATRAC RT BSL TL	265/70R18	New Q3 2023	$ 398.94	**$ 207.45**	$ -
150019991	Light Truck	Goodyear	Wrangler DuraTrac RT	275/55R20 113T SL WRL DURATRAC RT BSL TL	275/55R20	New Q3 2023	$ 429.79	**$ 223.49**	$ -
150010991	Light Truck	Goodyear	Wrangler DuraTrac RT	275/60R20 115T SL WRL DURATRAC RT BSL TL	275/60R20	New Q3 2023	$ 444.43	**$ 231.10**	$ -
150031991	Light Truck	Goodyear	Wrangler DuraTrac RT	275/65R18 116T XL WRL DURATRAC RT BSL TL	275/65R18	New Q3 2023	$ 403.18	**$ 209.65**	$ -
176313991	Light Truck	Goodyear	Wrangler DuraTrac RT	33X12.50R20LT F 119Q WRL DURATRAC RT	LT33X12.50R20	New Q3 2023	$ 644.34	**$ 335.06**	$ -
176314991	Light Truck	Goodyear	Wrangler DuraTrac RT	35X12.50R20LT F 125Q WRL DURATRAC RT	LT35X12.50R20	New Q3 2023	$ 667.89	**$ 347.30**	$ 1.32
176103991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT245/75R16 E 120/116R WRL DURATRAC RT	LT245/75R16	New Q3 2023	$ 354.44	**$ 184.31**	$ -
176104991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT245/75R17 E 121/118S WRL DURATRAC RT	LT245/75R17	New Q3 2023	$ 363.70	**$ 189.12**	$ -
176315991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT255/80R17 E 123/120Q WRL DURATRAC RT	LT255/80R17	New Q3 2023	$ 434.59	**$ 225.99**	$ -
176294991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT265/70R17 E 123/120S WRL DURATRAC RT	LT265/70R17	New Q3 2023	$ 375.60	**$ 195.31**	$ -
176099991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT265/70R18 E 124/121R WRL DURATRAC RT	LT265/70R18	New Q3 2023	$ 423.03	**$ 219.98**	$ 0.19
176301991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT275/55R20 E 120/117S WRL DURATRAC RT	LT275/55R20	New Q3 2023	$ 441.76	**$ 229.72**	$ -
176302991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT275/60R20 E 123/120S WRL DURATRAC RT	LT275/60R20	New Q3 2023	$ 473.89	**$ 246.42**	$ -
176092991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT275/65R18 E 123/120R WRL DURATRAC RT	LT275/65R18	New Q3 2023	$ 448.45	**$ 233.19**	$ -
176303991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT275/65R20 E 126/123S WRL DURATRAC RT	LT275/65R20	New Q3 2023	$ 579.28	**$ 301.23**	$ 2.36
176139991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT275/70R18 E 125/122R WRL DURATRAC RT	LT275/70R18	New Q3 2023	$ 452.31	**$ 235.20**	$ 1.32
176101991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/55R20 E 122/119R WRL DURATRAC RT	LT285/55R20	New Q3 2023	$ 633.38	**$ 329.36**	$ -
176311991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/60R20 E 125/122S WRL DURATRAC RT	LT285/60R20	New Q3 2023	$ 580.99	**$ 302.11**	$ 1.32
176093991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/65R18 E 125/122R WRL DURATRAC RT	LT285/65R18	New Q3 2023	$ 542.89	**$ 282.30**	$ 1.32
176316991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/65R20 E 127/124S WRL DURATRAC RT	LT285/65R20	New Q3 2023	$ 640.23	**$ 332.92**	$ 3.40
176317991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/70R17 E 126/123R WRL DURATRAC RT	LT285/70R17	New Q3 2023	$ 443.05	**$ 230.39**	$ 2.36
176585991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/75R16 E 126/123R WRL DURATRAC RT	LT285/75R16	New Q3 2023	$ 430.48	**$ 223.85**	$ 2.36
176318991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/75R17 E 128/125Q WRL DURATRAC RT	LT285/75R17	New Q3 2023	$ 519.59	**$ 270.19**	$ 4.44
176300991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT285/75R18 E 129/126S WRL DURATRAC RT	LT285/75R18	New Q3 2023	$ 575.79	**$ 299.41**	$ 5.48
176319991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT295/65R18 E 127/124Q WRL DURATRAC RT	LT295/65R18	New Q3 2023	$ 560.71	**$ 291.57**	$ 3.40
176320991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT295/70R17 E 128/125S WRL DURATRAC RT	LT295/70R17	New Q3 2023	$ 494.90	**$ 257.35**	$ 4.44
176188991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT295/70R18 E 129/126Q WRL DURATRAC RT	LT295/70R18	New Q3 2023	$ 570.31	**$ 296.56**	$ 5.48
176312991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT305/55R20 E 125/122Q WRL DURATRAC RT	LT305/55R20	New Q3 2023	$ 693.70	**$ 360.72**	$ 1.32
176321991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT305/65R18 F 128/125Q WRL DURATRAC RT	LT305/65R18	New Q3 2023	$ 594.99	**$ 309.39**	$ 4.44
176475991	Light Truck	Goodyear	Wrangler DuraTrac RT	LT305/70R16 E 124/121Q WRL DURATRAC RT	LT305/70R16	New Q3 2023	$ 470.23	**$ 244.52**	$ 0.19
779025859	Light Truck	Goodyear	Wrangler Enforcer MT	37X12.50R16.5LT 133N E WRL ENFORCER MT	37X12.50R16.5LT	Available	$ 1,159.75	**$ 603.07**	$ 9.83
779026859	Light Truck	Goodyear	Wrangler Enforcer MT	37X12.50R16.5LT 127N D WRL ENFORCER MT	37X12.50R16.5LT	Available	$ 1,090.90	**$ 567.27**	$ 3.31
403422171	Light Truck	Goodyear	Wrangler HP	P265/70R17 113S S2 WRL HP VSBRPTL	P265/70R17	Available	$ 230.65	**$ 119.94**	$ -
403074417	Light Truck	Goodyear	Wrangler HP(P)	255/70R18 113T SL WRLHP VSB	255/70R18	Available	$ 548.65	**$ 285.30**	
743123154	Light Truck	Goodyear	Wrangler MT	37-1250R165LT 127N D WRL MT A BSL TL	37X12.50R16.5LT	Available	$ 1,045.50	**$ 543.66**	$ 3.31
183482418	Light Truck	Goodyear	Wrangler SR-A	P225/70R15 100S S2 WRL SR-A OWL TL	P225/70R15	Available	$ 221.15	**$ 115.00**	$ -
183601418	Light Truck	Goodyear	Wrangler SR-A	P255/70R16 109S S2 WRL SR-A OWL TL	P255/70R16	Available	$ 255.77	**$ 133.00**	$ -
183107418	Light Truck	Goodyear	Wrangler SR-A	P255/75R17 113S S2 WRL SR-A OWL TL	P255/75R17	Available	$ 279.04	**$ 145.10**	$ -
183106418	Light Truck	Goodyear	Wrangler SR-A	P265/70R17 113R S2 WRL SR-A OWL TL	P265/70R17	Available	$ 232.26	**$ 120.78**	$ -
183106436	Light Truck	Goodyear	Wrangler SR-A	P265/70R17 113R S2 WRL SR-A VSB TL	P265/70R17	Available	$ 227.43	**$ 118.26**	$ -
183934436	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S S2 WRL SR-A VSB TL	P275/60R20	Available	$ 257.69	**$ 134.00**	$ -
183934492	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S SL WRL SR-A OWL TL	P275/60R20	Available	$ 257.69	**$ 134.00**	$ -
183934470	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S SL WRL SR-A SL VSB TL	P275/60R20	Available	$ 257.69	**$ 134.00**	$ -
773017415	Light Truck	Goodyear	Wrangler ST	P225/75R16 S2 104S WRL ST VSB TL	P225/75R16	Available	$ 159.68	**$ 83.03**	$ -
741126681	Light Truck	Goodyear	Wrangler Trailrunner A/T	235/75R15 105S SL WRL TRAILRUNR AT BSL	235/75R15	Available	$ 145.16	**$ 75.48**	$ -
741178681	Light Truck	Goodyear	Wrangler Trailrunner A/T	275/60R20 115S SL WRL TRAILRUNR AT BSL	275/60R20	Available	$ 280.65	**$ 145.94**	$ -
748108571	Light Truck	Goodyear	Wrl AT Adv Kevlar	LT275/70R18 125S E WRL AT ADVENTURE OWL	LT275/70R18	Available	$ 375.01	**$ 195.01**	$ 1.32
157561834	Light Truck	Goodyear	Wrl Fortitude HT	225/65R17 102H SL WRL FORTITUDE HT	225/65R17	Available	$ 196.15	**$ 102.00**	$ -
157069622	Light Truck	Goodyear	Wrl Fortitude HT	255/65R17 110T SL WRL FORTITUDE HT BSLTL	255/65R17	Available	$ 235.49	**$ 122.45**	$ -
157076622	Light Truck	Goodyear	Wrl Fortitude HT	265/60R18 110T SL WRL FORTITUDE HT BSLTL	265/60R18	Available	$ 257.69	**$ 134.00**	$ -
157045622	Light Truck	Goodyear	Wrl Fortitude HT	265/70R16 112T SL WRL FORTITUDE HT BSLTL	265/70R16	Available	$ 272.16	**$ 141.52**	$ -
157042620	Light Truck	Goodyear	Wrl Fortitude HT	265/70R17 115T SL WRL FORTITUDE HT OWLTL	265/70R17	Available	$ 259.68	**$ 135.03**	$ -
157066708	Light Truck	Goodyear	Wrl Fortitude HT	275/65R18 116T SL WRL FORTITUDE HT VSBTL	275/65R18	Available	$ 273.08	**$ 142.00**	$ -
269561969	Light Truck	Goodyear	Wrl Steadfast HT	225/65R17 102H WRANGLER STEADFAST HT	225/65R17	Available	$ 242.08	**$ 125.88**	$ -
269005969	Light Truck	Goodyear	Wrl Steadfast HT	265/70R17 115T WRANGLER STEADFAST HT	265/70R17	Available	$ 271.39	**$ 141.12**	$ -
269001969	Light Truck	Goodyear	Wrl Steadfast HT	275/55R20 113H WRANGLER STEADFAST HT	275/55R20	Available	$ 317.26	**$ 164.98**	$ -
269023969	Light Truck	Goodyear	Wrl Steadfast HT	245/60R18 105H WRANGLER STEADFAST HT	245/60R18	Available	$ 312.16	**$ 162.32**	$ -
269007969	Light Truck	Goodyear	Wrl Steadfast HT	265/60R18 110H WRANGLER STEADFAST HT	265/60R18	Available	$ 322.35	**$ 167.62**	$ -
269018969	Light Truck	Goodyear	Wrl Steadfast HT	235/60R18 107H XL WRANGLER STEADFAST HT	235/60R18	Available	$ 307.06	**$ 159.67**	$ -
269009969	Light Truck	Goodyear	Wrl Steadfast HT	265/65R18 114T WRANGLER STEADFAST HT	265/65R18	Available	$ 296.88	**$ 154.38**	$ -
269012969	Light Truck	Goodyear	Wrl Steadfast HT	235/65R18 106H WRANGLER STEADFAST HT	235/65R18	Available	$ 295.60	**$ 153.71**	$ -
269006969	Light Truck	Goodyear	Wrl Steadfast HT	275/65R18 116T WRANGLER STEADFAST HT	275/65R18	Available	$ 332.55	**$ 172.93**	$ -
269011969	Light Truck	Goodyear	Wrl Steadfast HT	265/50R20 107H WRANGLER STEADFAST HT	265/50R20	Available	$ 328.73	**$ 170.94**	$ -
269004969	Light Truck	Goodyear	Wrl Steadfast HT	225/60R17 99H WRANGLER STEADFAST HT	225/60R17	Available	$ 259.93	**$ 135.16**	$ -
269019969	Light Truck	Goodyear	Wrl Steadfast HT	275/60R20 115H WRANGLER STEADFAST HT	275/60R20	Available	$ 330.00	**$ 171.60**	$ -
269017969	Light Truck	Goodyear	Wrl Steadfast HT	265/70R16 112T WRANGLER STEADFAST HT	265/70R16	Available	$ 277.76	**$ 144.44**	$ -
269016969	Light Truck	Goodyear	Wrl Steadfast HT	245/70R17 110T WRANGLER STEADFAST HT	245/70R17	Available	$ 277.76	**$ 144.44**	$ -
269013969	Light Truck	Goodyear	Wrl Steadfast HT	285/45R22 114H XL WRANGLER STEADFAST HT	285/45R22	Available	$ 380.96	**$ 198.10**	$ -
269010969	Light Truck	Goodyear	Wrl Steadfast HT	245/55R19 103T WRANGLER STEADFAST HT	245/55R19	Available	$ 304.51	**$ 158.35**	$ -
269022969	Light Truck	Goodyear	Wrl Steadfast HT	265/65R17 112T WRANGLER STEADFAST HT	265/65R17	Available	$ 318.54	**$ 165.64**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
269024969	Light Truck	Goodyear	Wrl Steadfast HT	235/55R20 102V WRANGLER STEADFAST HT	235/55R20	Available	$ 303.24	**$ 157.68**	$ -
269015969	Light Truck	Goodyear	Wrl Steadfast HT	255/50R20 109H XL WRANGLER STEADFAST HT	255/50R20	Available	$ 331.28	**$ 172.27**	$ -
269025969	Light Truck	Goodyear	Wrl Steadfast HT	255/55R20 107V WRANGLER STEADFAST HT	255/55R20	Available	$ 323.63	**$ 168.29**	$ -
269020969	Light Truck	Goodyear	Wrl Steadfast HT	235/55R19 101V WRANGLER STEADFAST HT	235/55R19	Available	$ 310.89	**$ 161.66**	$ -
269030969	Light Truck	Goodyear	Wrl Steadfast HT	235/50R19 99H WRANGLER STEADFAST HT	235/50R19	Available	$ 309.61	**$ 161.00**	$ -
269027969	Light Truck	Goodyear	Wrl Steadfast HT	255/65R17 110T SL WRANGLER STEADFAST HT	255/65R17	Available	$ 287.73	**$ 149.62**	$ -
269031969	Light Truck	Goodyear	Wrl Steadfast HT	245/60R20 107H SL WRANGLER STEADFAST HT	245/60R20	Available	$ 326.44	**$ 169.75**	$ -
269026969	Light Truck	Goodyear	Wrl Steadfast HT	275/50R22 115H XL WRANGLER STEADFAST HT	275/50R22	Available	$ 398.70	**$ 207.32**	$ -
269033969	Light Truck	Goodyear	Wrl Steadfast HT	265/45R20 108V XL WRANGLER STEADFAST HT	265/45R20	Available	$ 385.79	**$ 200.61**	$ -
734087640	Light Truck	Goodyear	Wrl Territory AT	275/60R20 115S SL WRL TERRITORY AT BSL	275/60R20	Available	$ 297.88	**$ 154.90**	$ -
734006586	Light Truck	Goodyear	Wrl Territory AT	265/65R18 114T SL WRL TERRITORY AT OWL	265/65R18	Available	$ 292.84	**$ 152.28**	$ -
734088640	Light Truck	Goodyear	Wrl Territory AT	225/55R17 101H XL WRL TERRITORY AT BSL	225/55R17	Available	$ 325.51	**$ 169.27**	$ -
734090640	Light Truck	Goodyear	Wrl Territory AT	235/55R17 103H XL WRL TERRITORY AT BSL	235/55R17	Available	$ 333.08	**$ 173.20**	$ -
733259838	Light Truck	Goodyear	Wrl Territory AT	LT325/65R18 D WRANGLER TERRITORY AT BSL	LT325/65R18	Available	$ 411.38	**$ 213.92**	$ -
734070640	Light Truck	Goodyear	Wrl Territory AT	265/70R16 112T SL WRL TERRITORY AT BSL	265/70R16	Available	$ 221.81	**$ 115.34**	$ -
734004640	Light Truck	Goodyear	Wrl Territory AT	265/60R18 110H SL WRL TERRITORY AT BSL	265/60R18	Available	$ 274.84	**$ 142.92**	$ -
734001640	Light Truck	Goodyear	Wrl Territory AT	275/65R18 116T SL WRL TERRITORY AT BSL	275/65R18	Available	$ 288.46	**$ 150.00**	$ -
733287838	Light Truck	Goodyear	Wrl Territory AT	LT305/55R22 E 122S WRL TERRITORY AT BSL	LT305/55R22	Available	$ 562.09	**$ 292.29**	
733295838	Light Truck	Goodyear	Wrl Territory AT	LT265/60R22 E 123T WRL TERRITORY AT BSL	LT265/60R22	Available	$ 529.59	**$ 275.39**	
734002640	Light Truck	Goodyear	Wrl Territory AT (P)	255/70R17 112T SL WRL TERRITORY AT BSL	255/70R17	Available	$ 237.21	**$ 123.35**	$ -
734003640	Light Truck	Goodyear	Wrl Territory AT (P)	255/65R18 111T SL WRL TERRITORY AT BSL	255/65R18	Available	$ 268.39	**$ 139.56**	$ -
687070885	Light Truck	Goodyear	Wrl Territory AT/S	265/70R18 116T WRANGLER TERRITORY AT/S	265/70R18	Available	$ 270.73	**$ 140.78**	$ -
687067885	Light Truck	Goodyear	Wrl Territory AT/S (P)	255/70R17 112T WRL TERRITORY AT/S OWL	255/70R17	Available	$ 264.51	**$ 137.55**	$ -
687088885	Light Truck	Goodyear	Wrl Territory AT/S (P)	255/65R18 111T WRL TERRITORY AT/S OWL	255/65R18	Available	$ 270.96	**$ 140.90**	$ -
827010815	Light Truck	Goodyear	Wrl Territory HT	275/60R20 115T SL WRL TERRITORY HT VSB	275/60R20	ontinued - Low Inver	$ 314.74	**$ 163.66**	$ -
827017973	Light Truck	Goodyear	Wrl Territory HT (P)	255/65R17 110T SL WRL TERRITORY HT BSL	255/65R17	Available	$ 235.49	**$ 122.45**	$ -
827018815	Light Truck	Goodyear	Wrl Territory HT (P)	275/60R20 115H SL WRL TERRITORY HT VSB	275/60R20	Available	$ 285.68	**$ 148.55**	$ -
827037815	Light Truck	Goodyear	Wrl Territory HT (P)	275/60R20 116T XL WRL TERRITORY HT VSB	275/60R20	Available	$ 295.49	**$ 153.65**	$ -
796272833	Light Truck	Goodyear	Wrl Territory MT	LT275/70R18 C WRANGLER TERRITORY MT	LT275/70R18	Available	$ 322.89	**$ 167.90**	$ -
796289833	Light Truck	Goodyear	Wrl Territory MT	LT305/70R18 E 126R WRL TERRITORY MT BSL	LT305/70R18	Available	$ 438.65	**$ 228.10**	$ 2.36
796265833	Light Truck	Goodyear	Wrl Territory MT	LT265/60R20 C WRANGLER TERRITORY MT	LT265/60R20	Available	$ 374.69	**$ 194.84**	$ -
796285833	Light Truck	Goodyear	Wrl Territory MT	LT285/70R17 C 116S WRANGLER TERRITORY MT	LT285/70R17	Available	$ 411.28	**$ 213.87**	$ -
796270833	Light Truck	Goodyear	Wrl Territory MT	LT315/70R17 C WRANGLER TERRITORY MT	LT315/70R17	Available	$ 419.45	**$ 218.11**	$ -
796291984	Light Truck	Goodyear	Wrl Territory MT	LT285/70R17 C 116Q WRL TERRITORY MT BLT	LT285/70R17	Available	$ 411.28	**$ 213.87**	$ -
796392833	Light Truck	Goodyear	Wrl Territory MT	LT275/65R18 C 113Q WRL TERRITORY MT BSL	LT275/65R18	Available	$ 382.23	**$ 198.76**	$ -
723286933	Light Truck	Goodyear	Wrl Territory RT	LT325/65R18 121Q WRANGLER TERRITORY RT	LT325/65R18	Available	$ 382.49	**$ 198.89**	$ -
710003933	Light Truck	Goodyear	Wrl Territory RT (P)	265/70R18 116T SL WRANGLER TERRITORY RT	265/70R18	Available	$ 285.90	**$ 148.67**	$ -
742299681	Light Truck	Goodyear	Wrl TrailRunner AT	LT275/65R20 126S E WRL TRAILRUNNER AT	LT275/65R20	Available	$ 492.49	**$ 256.09**	$ 2.36
131195995	Light Truck	Goodyear	Wrl WH HT C-Type	235/65R16C E 121/119R WRL WH HT C-TYPE	235/65R16C	Available	$ 267.41	**$ 139.05**	$ -
131194995	Light Truck	Goodyear	Wrl WH HT C-Type	225/75R16C E 121/120R WRL WH HT C-TYPE	225/75R16C	Available	$ 288.46	**$ 150.00**	$ -
131196995	Light Truck	Goodyear	Wrl WH HT C-Type	195/75R16C D 107/105R WRL WH HT C-TYPE	195/75R16C	Available	$ 230.77	**$ 120.00**	$ -
480757856	Light Truck	Goodyear	Wrl Workhorse AT	225/65R17 102T SL WRL WORKHORSE AT OWL	225/65R17	Available	$ 258.79	**$ 134.57**	$ -
480129856	Light Truck	Goodyear	Wrl Workhorse AT	225/75R16 104S SL WRL WORKHORSE AT OWL	225/75R16	Available	$ 205.77	**$ 107.00**	$ -
480250855	Light Truck	Goodyear	Wrl Workhorse AT	235/60R18 103T XL WRL WORKHORSE AT BSL	235/60R18	Available	$ 277.34	**$ 144.22**	$ -
481195855	Light Truck	Goodyear	Wrl Workhorse AT	235/65R16C E 121R WRL WORKHORSE AT BSL	235/65R16	Available	$ 267.55	**$ 139.13**	$ -
480996855	Light Truck	Goodyear	Wrl Workhorse AT	235/65R17 104T SL WRL WORKHORSE AT BSL	235/65R17	Available	$ 226.92	**$ 118.00**	$ -
480078855	Light Truck	Goodyear	Wrl Workhorse AT	235/70R17 109T XL WRL WORKHORSE AT BSL	235/70R17	Available	$ 273.08	**$ 142.00**	$ -
480001855	Light Truck	Goodyear	Wrl Workhorse AT	245/60R18 105T SL WRL WORKHORSE AT BSL	245/60R18	Available	$ 289.13	**$ 150.35**	$ -
480592855	Light Truck	Goodyear	Wrl Workhorse AT	245/65R17 107T SL WRL WORKHORSE AT BSL	245/65R17	Available	$ 283.99	**$ 147.67**	$ -
480762856	Light Truck	Goodyear	Wrl Workhorse AT	245/70R16 107T SL WRL WORKHORSE AT OWL	245/70R16	Available	$ 250.29	**$ 130.15**	$ -
480060855	Light Truck	Goodyear	Wrl Workhorse AT	245/70R17 110T SL WRL WORKHORSE AT BSL	245/70R17	Available	$ 287.19	**$ 149.34**	$ -
480128856	Light Truck	Goodyear	Wrl Workhorse AT	245/75R16 111S SL WRL WORKHORSE AT OWL	245/75R16	Available	$ 247.43	**$ 128.66**	$ -
480127856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R16 111S SL WRL WORKHORSE AT OWL	255/70R16	Available	$ 264.74	**$ 137.66**	$ -
480067856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R17 112T SL WRL WORKHORSE AT OWL	255/70R17	Available	$ 293.43	**$ 152.58**	$ -
480074856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R18 113T SL WRL WORKHORSE AT OWL	255/70R18	Available	$ 292.31	**$ 152.00**	$ -
480076856	Light Truck	Goodyear	Wrl Workhorse AT	265/60R18 110T SL WRL WORKHORSE AT OWL	265/60R18	Available	$ 314.78	**$ 163.69**	$ -
480061856	Light Truck	Goodyear	Wrl Workhorse AT	265/65R17 112T SL WRL WORKHORSE AT OWL	265/65R17	Available	$ 293.61	**$ 152.68**	$ -
480068856	Light Truck	Goodyear	Wrl Workhorse AT	265/65R18 114T SL WRL WORKHORSE AT OWL	265/65R18	Available	$ 329.93	**$ 171.56**	$ -
480042856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R17 115T SL WRL WORKHORSE AT OWL	265/70R17	Available	$ 282.85	**$ 147.08**	$ -
480070856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R18 116T SL WRL WORKHORSE AT OWL	265/70R18	Available	$ 288.46	**$ 150.00**	$ -
480057856	Light Truck	Goodyear	Wrl Workhorse AT	265/75R16 116T SL WRL WORKHORSE AT OWL	265/75R16	Available	$ 263.15	**$ 136.84**	$ -
480065855	Light Truck	Goodyear	Wrl Workhorse AT	275/55R20 113T SL WRL WORKHORSE AT BSL	275/55R20	Available	$ 338.69	**$ 176.12**	$ -
480066856	Light Truck	Goodyear	Wrl Workhorse AT	275/65R18 116T SL WRANGLER WORKHORSE AT	275/65R18	Available	$ 288.46	**$ 150.00**	$ -
480176855	Light Truck	Goodyear	Wrl Workhorse AT	285/45R22 114H XL WRL WORKHORSE AT BSL	285/45R22	Available	$ 336.54	**$ 175.00**	$ -
481233855	Light Truck	Goodyear	Wrl Workhorse AT	LT215/85R16 E 115R WRL WORKHORSE AT BSL	LT215/85R16	Available	$ 281.29	**$ 146.27**	$ -
481748855	Light Truck	Goodyear	Wrl Workhorse AT	LT225/75R16 E 115R WRL WORKHORSE AT BSL	LT225/75R16	Available	$ 270.15	**$ 140.48**	$ -
481235855	Light Truck	Goodyear	Wrl Workhorse AT	LT235/80R17 E 120R WRL WORKHORSE AT BSL	LT235/80R17	Available	$ 303.85	**$ 158.00**	$ -
481745855	Light Truck	Goodyear	Wrl Workhorse AT	LT235/85R16 E 120R WRL WORKHORSE AT BSL	LT235/85R16	Available	$ 280.77	**$ 146.00**	$ -
481097855	Light Truck	Goodyear	Wrl Workhorse AT	LT265/60R20 E 121R WRL WORKHORSE AT BSL	LT265/60R20	Available	$ 369.23	**$ 192.00**	$ -
481014856	Light Truck	Goodyear	Wrl Workhorse AT	LT265/70R18 E 124S WRL WORKHORSE AT OWL	LT265/70R18	Available	$ 349.61	**$ 181.80**	$ 0.19
481139856	Light Truck	Goodyear	Wrl Workhorse AT	LT275/70R18 E 125R WRL WORKHORSE AT OWL	LT275/70R18	Available	$ 369.23	**$ 192.00**	$ 1.32
481096856	Light Truck	Goodyear	Wrl Workhorse AT	LT285/70R17 E 121R WRL WORKHORSE AT OWL	LT285/70R17	Available	$ 334.62	**$ 174.00**	$ -
481585856	Light Truck	Goodyear	Wrl Workhorse AT	LT285/75R16 E 126R WRL WORKHORSE AT OWL	LT285/75R16	Available	$ 333.71	**$ 173.53**	$ 2.36
131092875	Light Truck	Goodyear	Wrl Workhorse HT	LT275/65R18 123R E WRL WORKHORSE HT BSL	LT275/65R18	Available	$ 355.56	**$ 184.89**	$ -
116082632	Light Truck	Goodyear	Wrl Workhorse HT	235/75R17 109T SL WRL WORKHORSE HT BSL	235/75R17	Available	$ 256.66	**$ 133.46**	$ -
116083632	Light Truck	Goodyear	Wrl Workhorse HT	235/65R17 104T SL WRL WORKHORSE HT BSL	235/65R17	Available	$ 205.77	**$ 107.00**	$ -
131636875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/75R17 121R E WRL WORKHORSE HT BSL	LT245/75R17	Available	$ 290.38	**$ 151.00**	$ -
116075652	Light Truck	Goodyear	Wrl Workhorse HT	265/70R18 116T SL WRL WORKHORSE HT OWL	265/70R18	Available	$ 259.62	**$ 135.00**	$ -
116007651	Light Truck	Goodyear	Wrl Workhorse HT	265/70R17 115T SL WRL WORKHORSE HT VSB	265/70R17	Available	$ 259.41	**$ 134.89**	$ -
131748875	Light Truck	Goodyear	Wrl Workhorse HT	LT225/75R16 115R E WRL WORKHORSE HT BSL	LT225/75R16	Available	$ 250.10	**$ 130.05**	$ -
116010652	Light Truck	Goodyear	Wrl Workhorse HT	265/70R17 115T SL WRL WORKHORSE HT OWL	265/70R17	Available	$ 267.15	**$ 138.92**	$ -
116002652	Light Truck	Goodyear	Wrl Workhorse HT	255/70R17 112T SL WRL WORKHORSE HT OWL	255/70R17	Available	$ 263.46	**$ 137.00**	$ -
131099944	Light Truck	Goodyear	Wrl Workhorse HT	LT265/70R18 124R E WRL WORKHORSE HT BSL	LT265/70R18	Available	$ 326.92	**$ 170.00**	$ 0.19
116086632	Light Truck	Goodyear	Wrl Workhorse HT	235/70R16 106T SL WRL WORKHORSE HT BSL	235/70R16	Available	$ 215.06	**$ 111.83**	$ -
116085652	Light Truck	Goodyear	Wrl Workhorse HT	245/70R16 107T SL WRL WORKHORSE HT OWL	245/70R16	Available	$ 207.69	**$ 108.00**	$ -
116080652	Light Truck	Goodyear	Wrl Workhorse HT	245/70R17 110T SL WRL WORKHORSE HT OWL	245/70R17	Available	$ 221.15	**$ 115.00**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
116008651	Light Truck	Goodyear	Wrl Workhorse HT	275/55R20 113T SL WRL WORKHORSE HT VSB	275/55R20	Available	$ 240.38	**$ 125.00**	$ -
131090944	Light Truck	Goodyear	Wrl Workhorse HT	LT275/65R20 126R E WRL WORKHORSE HT BSL	LT275/65R20	Available	$ 357.69	**$ 186.00**	$ 2.36
116084652	Light Truck	Goodyear	Wrl Workhorse HT	245/75R16 111T SL WRL WORKHORSE HT OWL	245/75R16	Available	$ 213.30	**$ 110.92**	$ -
131745944	Light Truck	Goodyear	Wrl Workhorse HT	LT235/85R16 120R E WRL WORKHORSE HT BSL	LT235/85R16	Available	$ 228.85	**$ 119.00**	$ -
116074632	Light Truck	Goodyear	Wrl Workhorse HT	285/45R22 114H XL WRL WORKHORSE HT BSL	285/45R22	Available	$ 355.84	**$ 185.04**	$ -
116079652	Light Truck	Goodyear	Wrl Workhorse HT	265/65R17 112T SL WRL WORKHORSE HT OWL	265/65R17	Available	$ 230.77	**$ 120.00**	$ -
131096944	Light Truck	Goodyear	Wrl Workhorse HT	LT285/70R17 121R E WRL WORKHORSE HT BSL	LT285/70R17	Available	$ 303.85	**$ 158.00**	$ -
131015944	Light Truck	Goodyear	Wrl Workhorse HT	LT285/60R20 125R E WRL WORKHORSE HT BSL	LT285/60R20	Available	$ 390.38	**$ 203.00**	$ 1.32
116009652	Light Truck	Goodyear	Wrl Workhorse HT	275/65R18 116T SL WRL WORKHORSE HT OWL	275/65R18	Available	$ 273.08	**$ 142.00**	$ -
131517875	Light Truck	Goodyear	Wrl Workhorse HT	LT215/85R16 115R E WRL WORKHORSE HT BSL	LT215/85R16	Available	$ 215.38	**$ 112.00**	$ -
131746954	Light Truck	Goodyear	Wrl Workhorse HT	LT265/75R16 123R E WRL WORKHORSE HT OWL	LT265/75R16	Available	$ 257.69	**$ 134.00**	$ -
131469875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/70R17 119R E WRL WORKHORSE HT BSL	LT245/70R17	Available	$ 265.38	**$ 138.00**	$ -
131635875	Light Truck	Goodyear	Wrl Workhorse HT	LT235/80R17 120R E WRL WORKHORSE HT BSL	LT235/80R17	Available	$ 271.15	**$ 141.00**	$ -
116081632	Light Truck	Goodyear	Wrl Workhorse HT	245/65R17 107T SL WRL WORKHORSE HT BSL	245/65R17	Available	$ 209.62	**$ 109.00**	$ -
116078632	Light Truck	Goodyear	Wrl Workhorse HT	245/60R18 105T SL WRL WORKHORSE HT BSL	245/60R18	Available	$ 221.15	**$ 115.00**	$ -
131747875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/75R16 120R E WRL WORKHORSE HT BSL	LT245/75R16	Available	$ 232.69	**$ 121.00**	$ -
131646875	Light Truck	Goodyear	Wrl Workhorse HT	LT275/70R18 125R E WRL WORKHORSE HT BSL	LT275/70R18	Available	$ 326.92	**$ 170.00**	$ 1.32
116072652	Light Truck	Goodyear	Wrl Workhorse HT	265/75R16 116T SL WRL WORKHORSE HT OWL	265/75R16	Available	$ 243.30	**$ 126.52**	$ -
116003632	Light Truck	Goodyear	Wrl Workhorse HT	255/65R18 111T SL WRL WORKHORSE HT BSL	255/65R18	Available	$ 242.31	**$ 126.00**	$ -
131535875	Light Truck	Goodyear	Wrl Workhorse HT	LT265/70R17 121R E WRL WORKHORSE HT BSL	LT265/70R17	Available	$ 317.31	**$ 165.00**	$ -
131020944	Light Truck	Goodyear	Wrl Workhorse HT	LT265/60R20 121S E WRL WORKHORSE HT BSL	LT265/60R20	Available	$ 388.89	**$ 202.22**	$ -
116006632	Light Truck	Goodyear	Wrl Workhorse HT (P)	265/65R18 114T SL WRL WORKHORSE HT BSL	265/65R18	Available	$ 258.86	**$ 134.61**	$ -
139005674	Commercial LT	Goodyear	Endurance RSA	225/70R19.5 G ENDURANCE RSA TL	225/70R19.5	Available	$ 903.11	**$ 361.24**	$ 4.44
139004674	Commercial LT	Goodyear	Endurance RSA	245/70R19.5 H ENDURANCE RSA TL	245/70R19.5	Available	$ 981.96	**$ 392.79**	$ 13.61
139862674	Commercial LT	Goodyear	Endurance RSA	LT225/75R16 E 115/112Q ENDURANCE RSA TL	LT225/75R16	Available	$ 791.67	**$ 316.67**	$ -
139866672	Commercial LT	Goodyear	Endurance RSD	LT215/85R16 E 115/112Q ENDURANCE RSD	LT215/85R16	Available	$ 755.78	**$ 302.31**	$ -
139862672	Commercial LT	Goodyear	Endurance RSD	LT225/75R16 E 115/112Q ENDURANCE RSD	LT225/75R16	Available	$ 771.66	**$ 308.66**	$ -
139715672	Commercial LT	Goodyear	Endurance RSD	LT245/75R16 E 120/116Q ENDURANCE RSD	LT245/75R16	Available	$ 819.39	**$ 327.76**	$ -
139755860	Commercial LT	Goodyear	Fuel Max RSA ULT	225/70R195 G FUEL MAX RSA TL	225/70R19.5	Available	$ 959.55	**$ 383.82**	$ 4.44
139002860	Commercial LT	Goodyear	Fuel Max RSA ULT	245/70R19.5 H FUEL MAX RSA TL	245/70R19.5	Available	$ 1,043.35	**$ 417.34**	$ 13.61
139172808	Commercial LT	Goodyear	Fuel Max RTD ULT	225/70R195 FUELMAX RTD 1R-G 8J6173	225/70R19.5	Available	$ 977.89	**$ 391.16**	$ 4.44
139002808	Commercial LT	Goodyear	Fuel Max RTD ULT	245/70R19.5 FUEL MAX RTD TL 8J4085	245/70R19.5	Available	$ 1,053.50	**$ 421.40**	$ 13.61
139699107	Commercial LT	Goodyear	G171	8R195 F G171 TL	8R19.5	Discontinued	$ 769.42	**$ 307.77**	$ 0.19
139229099	Commercial LT	Goodyear	G614 RST	LT235/85R16G G614 RST TL	LT235/85R16	Available	$ 836.10	**$ 334.44**	$ 2.36
139913205	Commercial LT	Goodyear	G622 RSD	245/70R195 G G622 RSD TL	245/70R19.5	Available	$ 843.86	**$ 337.54**	$ 9.83
139065028	Commercial LT	Goodyear	G633 RSD	8R195 F G633 RSD TL	8R19.5	Discontinued	$ 753.13	**$ 301.25**	$ 0.19
139177080	Commercial LT	Goodyear	G647 RSS	245/70R195 133/131L G G647 RSS TL	245/70R19.5	Available	$ 810.76	**$ 324.30**	$ 9.83
139699080	Commercial LT	Goodyear	G647 RSS	8R19.5 F G647 RSS TL	8R19.5	Available	$ 759.20	**$ 303.68**	$ 0.19
139081307	Commercial LT	Goodyear	G971	LT215/85R16 E G971 TL	LT215/85R16	Discontinued	$ 711.07	**$ 284.43**	$ -
139080307	Commercial LT	Goodyear	G971	LT235/85R16 E G971 TL	LT235/85R16	Available	$ 748.48	**$ 299.39**	$ -
139823740	Commercial LT	Goodyear	KMAX	245/70R17.5 J KMAX T ULT INMETRO TL	245/70R17.5	Available	$ 923.29	**$ 369.32**	$ 23.63
139010740	Commercial LT	Goodyear	KMAX T ULT	285/70R19.5 KMAX T ULT MTO	285/70R19.5	Available	$ 879.05	**$ 351.62**	$ 36.76
139824679	Commercial LT	Goodyear	Regional RHS	235/75R17.5 H 132/130L REGIONAL RHS TL	235/75R17.5	Available	$ 1,060.46	**$ 424.18**	$ 8.60
138798985	Medium Truck	Goodyear	Armor Max ESD	11R24.5 H 149/146L ARMOR MAX ESD	11R24.5	Available	$ 1,691.71	**$ 676.68**	$ 34.59
138799985	Medium Truck	Goodyear	Armor Max ESD	11R22.5 H 146/143K ARMOR MAX ESD BSL TL	11R22.5	Available	$ 1,500.19	**$ 600.08**	$ 29.39
756024897	Medium Truck	Goodyear	Armor Max MSA	275/70R22.5 148/145K J ARMOR MAX MSA	275/70R22.5	Available	$ 1,476.75	**$ 590.70**	$ 32.51
138127897	Medium Truck	Goodyear	Armor Max MSA	12R22.5 150/147K H ARMOR MAX MSA	12R22.5	Available	$ 1,995.41	**$ 798.16**	$ 36.76
138799897	Medium Truck	Goodyear	Armor Max MSA	11R22.5 146/143K H ARMOR MAX MSA	11.00R22.5	Available	$ 1,720.15	**$ 688.06**	$ 29.39
756685897	Medium Truck	Goodyear	Armor Max MSA	255/70R22.5 140/137K H ARMOR MAX MSA	255/70R22.5	Available	$ 1,532.95	**$ 613.18**	$ 18.99
756146887	Medium Truck	Goodyear	Armor Max MSA DS	315/80R22.5 157/154K L ARMOR MAX MSA DS	315/80R22.5	Available	$ 2,442.59	**$ 977.04**	$ 52.83
138799887	Medium Truck	Goodyear	Armor Max MSA DS	11R22.5 149/146K H ARMOR MAX MSA DS	11.00R22.5	Available	$ 1,874.97	**$ 749.99**	$ 29.39
138798887	Medium Truck	Goodyear	Armor Max MSA DS	11R24.5 149/146K H ARMOR MAX MSA DS	11.00R24.5	Available	$ 1,964.34	**$ 785.74**	$ 34.59
756160887	Medium Truck	Goodyear	Armor Max MSA DuraSeal	425/65R225 L ARMOR MAX MSA DURASEAL TL	425/65R22.5	Available	$ 2,378.12	**$ 951.25**	$ 37.33
138799652	Medium Truck	Goodyear	Armor Max Pro Grade MSD	11R225 H ARMOR MAX PRO GRADE MSD TL	11R22.5	Available	$ 1,503.40	**$ 601.36**	$ 29.39
138798652	Medium Truck	Goodyear	Armor Max Pro Grade MSD	11R245 H ARMOR MAX PRO GRADE MSD TL	11R24.5	Available	$ 1,626.79	**$ 650.72**	$ 34.59
138127652	Medium Truck	Goodyear	Armor Max Pro Grade MSD	12R225 H ARMOR MAX PRO GRADE MSD TL	12R22.5	Available	$ 1,764.95	**$ 705.98**	$ 36.76
138799653	Medium Truck	Goodyear	Armor Max Pro MSD Dura	11R225 H ARMOR MAX PRO GRADE MSD DURAS	11R22.5	Available	$ 1,662.30	**$ 664.92**	$ 29.39
138798653	Medium Truck	Goodyear	Armor Max Pro MSD Dura	11R245 H ARMOR MAX PRO GRADE MSD DURAS	11R24.5	Available	$ 1,780.21	**$ 712.08**	$ 34.59
138802734	Medium Truck	Goodyear	Endurance LHD	11R225 G ENDURANCE LHD	11R22.5	Available	$ 1,438.04	**$ 575.22**	$ 25.23
138179734	Medium Truck	Goodyear	Endurance LHD	11R225 H ENDURANCE LHD	11R22.5	Available	$ 1,468.16	**$ 587.27**	$ 29.39
138810734	Medium Truck	Goodyear	Endurance LHD	11R245 G ENDURANCE LHD	11R24.5	Available	$ 1,525.74	**$ 610.30**	$ 29.39
138813734	Medium Truck	Goodyear	Endurance LHD	11R245 H ENDURANCE LHD	11R24.5	Available	$ 1,556.28	**$ 622.51**	$ 34.59
756816734	Medium Truck	Goodyear	Endurance LHD	285/75R245 G ENDURANCE LHD	285/75R24.5	Available	$ 1,495.24	**$ 598.09**	$ 25.23
756817734	Medium Truck	Goodyear	Endurance LHD	295/75R225 G ENDURANCE LHD	295/75R22.5	Available	$ 1,410.62	**$ 564.25**	$ 25.23
138802753	Medium Truck	Goodyear	Endurance LHS	11R22.5 144/142L G ENDURANCE LHS	11R22.5	Available	$ 1,368.50	**$ 547.40**	$ 25.23
138161753	Medium Truck	Goodyear	Endurance LHS	11R22.5 146/143L H ENDURANCE LHS	11R22.5	Available	$ 1,395.90	**$ 558.36**	$ 29.39
138801753	Medium Truck	Goodyear	Endurance LHS	11R24.5 146/143L G ENDURANCE LHS	11R24.5	Available	$ 1,450.64	**$ 580.26**	$ 29.39
138813753	Medium Truck	Goodyear	Endurance LHS	11R24.5 149/146L H ENDURANCE LHS	11R24.5	Available	$ 1,479.62	**$ 591.85**	$ 34.59
756604753	Medium Truck	Goodyear	Endurance LHS	285/75R245 144/141L G ENDURANCE LHS	285/75R24.5	Available	$ 1,421.60	**$ 568.64**	$ 25.23
756603753	Medium Truck	Goodyear	Endurance LHS	295/75R225 144/141L G ENDURANCE LHS	295/75R22.5	Available	$ 1,341.17	**$ 536.47**	$ 25.23
756220753	Medium Truck	Goodyear	Endurance LHS	295/75R225 149/146L H ENDURANCE LHS	295/75R22.5	Available	$ 1,367.96	**$ 547.18**	$ 34.59
138792674	Medium Truck	Goodyear	Endurance RSA	10R225 G ENDURANCE RSA TL	10R22.5	Available	$ 1,238.85	**$ 495.54**	$ 20.51
138802674	Medium Truck	Goodyear	Endurance RSA	11R225 G ENDURANCE RSA TL	11R22.5	Available	$ 1,317.93	**$ 527.17**	$ 25.23
138179674	Medium Truck	Goodyear	Endurance RSA	11R225 H ENDURANCE RSA TL	11R22.5	Available	$ 1,344.28	**$ 537.71**	$ 29.39
138813674	Medium Truck	Goodyear	Endurance RSA	11R245 H ENDURANCE RSA TL	11R24.5	Available	$ 1,424.93	**$ 569.97**	$ 34.59
138783674	Medium Truck	Goodyear	Endurance RSA	12R225 H ENDURANCE RSA TL	12R22.5	Available	$ 1,470.59	**$ 588.24**	$ 36.76
139009674	Medium Truck	Goodyear	Endurance RSA	235/75R17.5 H ENDURANCE RSA	235/75R17.5	Available	$ 754.56	**$ 301.82**	$ 8.60
139008674	Medium Truck	Goodyear	Endurance RSA	215/75R17.5 G ENDURANCE RSA	215/75R17.5	Available	$ 693.96	**$ 277.58**	$ 4.44
756168674	Medium Truck	Goodyear	Endurance RSA	245/75R22.5 G ENDURANCE RSA TL	245/75R22.5	Available	$ 1,061.38	**$ 424.55**	$ 11.06
756067674	Medium Truck	Goodyear	ENDURANCE RSA	255/70R22.5 H ENDURANCE RSA TL	255/70R22.5	Available	$ 1,159.77	**$ 463.91**	$ 18.99
756125674	Medium Truck	Goodyear	ENDURANCE RSA	265/75R22.5 G ENDURANCE RSA TL	265/75R22.5	Discontinued	$ 1,163.68	**$ 465.47**	$ 16.07
756158674	Medium Truck	Goodyear	Endurance RSA	275/70R22.5 J ENDURANCE RSA TL	275/70R22.5	Available	$ 1,212.46	**$ 484.98**	$ 32.51
756817674	Medium Truck	Goodyear	ENDURANCE RSA	295/75R225 G ENDURANCE RSA TL	295/75R22.5	Available	$ 1,291.57	**$ 516.63**	$ 25.23
138002853	Medium Truck	Goodyear	Endurance RST	11R22.5 H ENDURANCE RST	11R22.5	Available	$ 1,211.12	**$ 484.45**	$ 29.39
138813853	Medium Truck	Goodyear	Endurance RST	11R24.5 H ENDURANCE RST	11R24.5	Available	$ 1,283.80	**$ 513.52**	$ 34.59
756011853	Medium Truck	Goodyear	Endurance RST	285/75R24.5 H ENDURANCE RST	285/75R24.5	Discontinued	$ 1,291.44	**$ 516.58**	$ 31.00

City of Edinburg - TX

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Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
756015853	Medium Truck	Goodyear	Endurance RST	295/75R225 H 146/143L ENDURANCE RST	295/75R22.5	Available	$ 1,187.40	**$ 474.96**	$ 29.39
158796643	Medium Truck	Goodyear	Endurance TSD	305/70R225 L ENDURANCE TSD TL	305/70R22.5	Available	$ 1,619.68	**$ 647.87**	$ 40.92
756805748	Medium Truck	Goodyear	Endurance TSD	315/80R225 L 157/154L ENDURANCE TSD(RPL)	315/80R22.5	Discontinued	$ 1,818.96	**$ 727.58**	$ 52.83
756141651	Medium Truck	Goodyear	ENDURANCE WHA	315/80R225 L ENDURANCE WHA TL	315/80R22.5	Available	$ 1,488.22	**$ 595.29**	$ 63.32
756141650	Medium Truck	Goodyear	ENDURANCE WHA DURA	315/80R225 L ENDURANCE WHA DURASEAL TL	315/80R22.5	Available	$ 1,598.46	**$ 639.38**	$ 63.32
756010762	Medium Truck	Goodyear	FUEL MAX	385/65R22.5 L 164K FUEL MAX T TL	385/65R22.5	Available	$ 2,321.42	**$ 928.57**	$ 35.44
756001762	Medium Truck	Goodyear	FUEL MAX	435/50R19.5 L 160J FUEL MAX TL	435/50R19.5	Available	$ 1,615.33	**$ 646.13**	$ 60.67
756817675	Medium Truck	Goodyear	Fuel Max 1AD	295/75R22.5 144/141L G FUELMAX 1AD	295/75R22.5	Available	$ 1,311.78	**$ 524.71**	$ 25.23
138802884	Medium Truck	Goodyear	Fuel Max LHD2	11R22.5 144/142L G FUEL MAX LHD2	11R22.5	Available	$ 1,476.51	**$ 590.60**	$ 25.23
756603884	Medium Truck	Goodyear	Fuel Max LHD2	295/75R22.5 G FUELMAX LHD2 21J603-01	295/75R22.5	Available	$ 1,533.44	**$ 613.38**	$ 25.23
756817645	Medium Truck	Goodyear	FUEL MAX LHT	295/75R225 G FUEL MAX LHT	295/75R22.5	Available	$ 1,135.97	**$ 454.39**	$ 25.23
138003808	Medium Truck	Goodyear	Fuel Max RTD	11R22.5 FUELMAX RTD 1R-G TL	11R22.5	Available	$ 1,399.04	**$ 559.62**	$ 25.23
138004808	Medium Truck	Goodyear	Fuel Max RTD	11R22.5 FUELMAX RTD 1R-H FORD G2 ENH	11R22.5	Available	$ 1,427.01	**$ 570.81**	$ 29.39
756006808	Medium Truck	Goodyear	Fuel Max RTD	255/70R22.5 FUELMAX RTD 1R-H TL	255/70R22.5	Available	$ 1,217.18	**$ 486.87**	$ 18.99
756817808	Medium Truck	Goodyear	Fuel Max RTD	295/75R22.5 FUELMAX RTD 1R-G TL 9J4002	295/75R22.5*	Available	$ 1,371.08	**$ 548.43**	$ 25.23
756013871	Medium Truck	Goodyear	Fuel Max S RHS Gen-2	295/60R225 150/147K FUELMAX S GEN-2	295/60R225	Available	$ 1,081.76	**$ 432.70**	$ 36.76
756432773	Medium Truck	Goodyear	FUEL MAX SSD	445/50R225 161L L FUEL MAX SSD TL	445/50R22.5	Available	$ 2,765.43	**$ 1,106.17**	$ 31.66
756434697	Medium Truck	Goodyear	FUEL MAX SST	445/50R225 161L FUEL MAX SST TL	445/50R22.5	Available	$ 2,339.03	**$ 935.61**	$ 31.66
138802647	Medium Truck	Goodyear	FuelMax RSA	11R22.5 144/141L G FUELMAX RSA	11R22.5	Available	$ 1,326.81	**$ 530.73**	$ 25.23
138179647	Medium Truck	Goodyear	FuelMax RSA	11R22.5 146/143L H FUELMAX RSA	11R22.5	Available	$ 1,353.32	**$ 541.33**	$ 29.39
138801647	Medium Truck	Goodyear	FuelMax RSA	11R24.5 146/143L G FUELMAX RSA	11R24.5	Available	$ 1,378.30	**$ 551.32**	$ 29.39
138813647	Medium Truck	Goodyear	FuelMax RSA	11R24.5 149/146L H FUELMAX RSA	11R24.5	Available	$ 1,406.44	**$ 562.58**	$ 34.59
756817647	Medium Truck	Goodyear	FUELMAX RSA	295/75R225 144/141L G FUELMAX RSA	295/75R22.5	Available	$ 1,313.54	**$ 525.42**	$ 25.23
756809647	Medium Truck	Goodyear	FuelMax RSA	295/75R225 149/146L H FUELMAX RSA	295/75R22.5	Available	$ 1,339.80	**$ 535.92**	$ 34.59
756017696	Medium Truck	Goodyear	FUELMAX S	295/80R22.5 J FUELMAX S	295/80R22.5	Available	$ 1,877.68	**$ 751.07**	$ 45.08
135576003	Medium Truck	Goodyear	G114	1000R15TR J G114 STTT	1000R15TR	Available	$ 1,002.63	**$ 401.05**	$ 32.51
756246567	Medium Truck	Goodyear	G114 LP	215/75R175 H G114 LP STTL	215/75R17.5	Available	$ 666.93	**$ 266.77**	$ 12.29
756921903	Medium Truck	Goodyear	G159	265/70R195 G G159 TL	265/70R19.5	Discontinued	$ 1,010.16	**$ 404.06**	$ 17.48
138382231	Medium Truck	Goodyear	G177	1100R20 H G177 TT	11.00R20	Available	$ 1,773.34	**$ 709.34**	$ 36.76
138391231	Medium Truck	Goodyear	G177	1200R24 J G177 TT	12.00R24	Available	$ 2,113.63	**$ 845.45**	$ 55.47
138869230	Medium Truck	Goodyear	G177	12R245 H G177 TL	12R24.5	Discontinued	$ 1,804.83	**$ 721.93**	$ 40.92
138026335	Medium Truck	Goodyear	G177 OTR	1200R24 158/155D J G177 OTR TT	12.00R24	Discontinued	$ 2,336.22	**$ 934.49**	$ -
138802111	Medium Truck	Goodyear	G182 RSD	11R225 G G182 RSD TL	11R22.5	Available	$ 1,372.14	**$ 548.86**	$ 25.23
138801185	Medium Truck	Goodyear	G182 RSD	11R245 G G182 RSD TL	11R24.5	Available	$ 1,454.44	**$ 581.77**	$ 29.39
138302669	Medium Truck	Goodyear	G182 RSD	12R225 150/147 H G182 RSD TL	12R22.5	Available	$ 1,577.98	**$ 631.19**	$ 36.76
756817111	Medium Truck	Goodyear	G182 RSD	295/75R225 G G182 RSD TL	295/75R22.5	Available	$ 1,344.69	**$ 537.88**	$ 25.23
138057363	Medium Truck	Goodyear	G272 MSA	12.00R20 154 J G272 MSA TL	12.00R20	Available	$ 1,801.28	**$ 720.51**	$ 45.08
756426288	Medium Truck	Goodyear	G275 MSA	335/65R225 G G275 MSA TL	335/65R22.5	Available	$ 2,431.83	**$ 972.73**	$ 31.00
756122288	Medium Truck	Goodyear	G275 MSA	335/80R20 145M F G275 MSA TL 1J8041	335/80R20	Available	$ 2,538.24	**$ 1,015.30**	$ 27.31
756033288	Medium Truck	Goodyear	G275 MSA	365/80R20 154K G G275 MSA TL	365/80R20	Available	$ 2,310.38	**$ 924.15**	$ 45.08
756123288	Medium Truck	Goodyear	G275 MSA	365/70R225 152M G G275 MSA TL	365/70R22.5	Available	$ 2,836.74	**$ 1,134.70**	$ 40.92
756513422	Medium Truck	Goodyear	G278 MSD	385/65R225 158K J G278 MSD TL	385/65R22.5	Available	$ 2,277.38	**$ 910.95**	$ 27.74
756514422	Medium Truck	Goodyear	G278 MSD	425/65R225 165K L G278 MSD TL	425/65R22.5	Available	$ 2,530.41	**$ 1,012.16**	$ 37.33
756515422	Medium Truck	Goodyear	G278 MSD	445/65R225 168K L G278 MSD TL	445/65R22.5	Available	$ 2,758.14	**$ 1,103.26**	$ 41.58
138307668	Medium Truck	Goodyear	G282 MSD	11R225 146/143 H G282 MSD TL	11R22.5	Available	$ 1,425.40	**$ 570.16**	$ 29.39
138308668	Medium Truck	Goodyear	G282 MSD	11R245 149/146 H G282 MSD TL	11R24.5	Available	$ 1,510.95	**$ 604.38**	$ 34.59
138302668	Medium Truck	Goodyear	G282 MSD	12R225 150/147 H G282 MSD TL	12R22.5	Available	$ 1,639.21	**$ 655.68**	$ 36.76
138382667	Medium Truck	Goodyear	G287 MSA	1100R20 H G287 MSA TT	11.00R20	Available	$ 1,624.30	**$ 649.72**	$ 36.76
138655715	Medium Truck	Goodyear	G288	1200R24 J G288 TT	12.00R24	Available	$ 1,890.13	**$ 756.05**	$ 55.47
756135665	Medium Truck	Goodyear	G288 MSA	275/70R22.5 H G288 MSA TL	275/70R22.5	Discontinued	$ 1,476.75	**$ 590.70**	$ 32.51
756141614	Medium Truck	Goodyear	G289 WHA DURASEAL	315/80R225 L G289 WHA DURASEAL TL	315/80R22.5	Available	$ 1,451.07	**$ 580.43**	$ 63.32
756254420	Medium Truck	Goodyear	G291 LP	315/80R225 J G291 LP TL	315/80R22.5	Discontinued	$ 1,388.40	**$ 555.36**	$ 45.08
756160367	Medium Truck	Goodyear	G296 WHA	425/65R225 L G296 WHA TL	425/65R22.5	Available	$ 2,271.25	**$ 908.50**	$ 37.33
756160369	Medium Truck	Goodyear	G296 WHA Duraseal	425/65R225 L G296 WHA DURASEAL TL	425/65R22.5	Available	$ 2,432.04	**$ 972.82**	$ 37.33
756817364	Medium Truck	Goodyear	G316 LHT Duraseal F MAX	295/75R225 G G316 LHT FUEL MAX DURASEAL	295/75R22.5	Available	$ 1,233.26	**$ 493.30**	$ 25.23
756067263	Medium Truck	Goodyear	G316 LHT FUEL MAX	255/70R225 H G316 LHT FUEL MAX	255/70R22.5	Available	$ 1,118.70	**$ 447.48**	$ 18.99
756158263	Medium Truck	Goodyear	G316 LHT FUEL MAX	275/70R225 J G316 LHT FUEL MAX	275/70R22.5	Available	$ 1,188.46	**$ 475.38**	$ 32.51
756604263	Medium Truck	Goodyear	G316 LHT FUEL MAX	285/75R245 G G316 LHT FUEL MAX TL	285/75R24.5	Available	$ 1,180.18	**$ 472.07**	$ 25.23
756817263	Medium Truck	Goodyear	G316 LHT FUEL MAX	295/75R225 G G316 LHT FUEL MAX TL	295/75R22.5	Available	$ 1,113.40	**$ 445.36**	$ 25.23
138953263	Medium Truck	Goodyear	G316 LHT FUELMAX	11R225 G G316 LHT FUEL MAX TL	11R22.5	Available	$ 1,136.12	**$ 454.45**	$ 25.23
138802364	Medium Truck	Goodyear	G316 LHT FUELMAX DURA	11R225 G G316 LHT FUEL MAX DURASEAL	11R22.5	Available	$ 1,258.41	**$ 503.36**	$ 25.23
138389562	Medium Truck	Goodyear	G386	1200R20 J G386 UNISTEEL MSS TT	12.00R20	Available	$ 1,187.63	**$ 475.05**	$ 45.08
138953619	Medium Truck	Goodyear	G572 1AD FUELMAX	11R225 G G572 1AD FUEL MAX TL	11R22.5	Available	$ 1,259.11	**$ 503.64**	$ 25.23
756634584	Medium Truck	Goodyear	G572A LHD FuelMax	255/70R225 H G572A LHD FUELMAX TL	255/70R22.5	Discontinued	$ 1,487.76	**$ 595.11**	$ 18.99
138948265	Medium Truck	Goodyear	G622 RSD	10R225 G G622 RSD TL	10R22.5	Available	$ 1,215.95	**$ 486.38**	$ 20.51
138953265	Medium Truck	Goodyear	G622 RSD	11R225 G G622 RSD TL	11R22.5	Available	$ 1,284.27	**$ 513.71**	$ 25.23
138307265	Medium Truck	Goodyear	G622 RSD	11R225 H G622 RSD TL	11R22.5	Available	$ 1,309.92	**$ 523.97**	$ 29.39
138801265	Medium Truck	Goodyear	G622 RSD	11R245 G G622 RSD TL	11R24.5	Available	$ 1,361.31	**$ 544.52**	$ 29.39
756319265	Medium Truck	Goodyear	G622 RSD	245/75R22.5 G G622 RSD TL	245/75R22.5	Discontinued	$ 1,091.62	**$ 436.65**	$ 11.06
756203265	Medium Truck	Goodyear	G622 RSD	255/70R22.5 H G622 RSD TL	255/70R22.5	Available	$ 1,117.32	**$ 446.93**	$ 18.99
756527265	Medium Truck	Goodyear	G622 RSD	265/75R22.5 G G622 RSD TL	265/75R22.5	Discontinued	$ 1,271.15	**$ 508.46**	$ 16.07
756938265	Medium Truck	Goodyear	G622 RSD	295/75R22.5 G G622 RSD TL	295/75R22.5	Available	$ 1,258.58	**$ 503.43**	$ 25.23
138001337	Medium Truck	Goodyear	G661 HSA	9R225 133/131L F G661 HSA TL	9R22.5	Available	$ 972.43	**$ 388.97**	$ 9.83
756306050	Medium Truck	Goodyear	G670 RV	245/75R225 G G670 RV TL	245/75R22.5	Available	$ 1,530.26	**$ 612.10**	$ 11.06
756780050	Medium Truck	Goodyear	G670 RV	255/70R225 H G670 RV TL	255/70R22.5	Available	$ 1,491.65	**$ 596.66**	$ 18.99
756305050	Medium Truck	Goodyear	G670 RV	265/75R225 G G670 RV TL	265/75R22.5	Available	$ 1,589.44	**$ 635.78**	$ 16.07
756919050	Medium Truck	Goodyear	G670 RV	275/70R225 H G670 RV TL	275/70R22.5	Available	$ 1,615.77	**$ 646.31**	$ 32.51
756060050	Medium Truck	Goodyear	G670 RV	295/80R225 H G670 RV TL	295/80R22.5	Available	$ 1,710.50	**$ 684.20**	$ 40.92
756141050	Medium Truck	Goodyear	G670 RV	315/80R225 L G670 RV TL	315/80R22.5	Available	$ 2,267.28	**$ 906.91**	$ 52.83
138798576	Medium Truck	Goodyear	G751 MSA	11R245 H G751 MSA TL	11R24.5	Available	$ 1,566.97	**$ 626.79**	$ 34.59
138869576	Medium Truck	Goodyear	G751 MSA	12R245 H G751 MSA TL	12R24.5	Available	$ 1,744.34	**$ 697.73**	$ 40.92
756146576	Medium Truck	Goodyear	G751 MSA	315/80R225 L G751 MSA TL	315/80R22.5	Available	$ 1,921.75	**$ 768.70**	$ 52.83
138799577	Medium Truck	Goodyear	G751 MSA DURASEAL	11R225 H G751 MSA DURASEAL TL	11R22.5	Available	$ 1,611.31	**$ 644.52**	$ 29.39
158042569	Medium Truck	Goodyear	INTCTY CRSR	B315/80R225 J INTCTY CRSR TL	315/80R22.5	Available	$ 1,489.34	**$ 595.74**	$ 45.08
756661750	Medium Truck	Goodyear	KMAX	285/70R19.5 146M KMAX S TL	285/70R19.5	Available	$ 1,429.69	**$ 571.87**	$ 29.39
756008796	Medium Truck	Goodyear	KMAX D Repl	295/80R225 152/148L KMAX D TRACTION	295/80R22.5	Available	$ 1,381.99	**$ 552.80**	$ 40.92

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
756016750	Medium Truck	Goodyear	KMax S	375/45R22.5 156L KMAX S TL	375/45R22.5	Available	$ 2,100.98	**$ 840.39**	$ 50.27
756017750	Medium Truck	Goodyear	KMAX S G2	295/80R22.5 154/152M J KMAX S GEN-2 TL	295/80R22.5	Available	$ 1,376.27	**$ 550.51**	$ 45.08
138802687	Medium Truck	Goodyear	MARATHON LHD	11R225 G MARATHON LHD GY BSL TL	11R22.5	Available	$ 965.48	**$ 386.19**	$ 25.23
138801687	Medium Truck	Goodyear	MARATHON LHD	11R245 G MARATHON LHD GY BSL TL	11R24.5	Available	$ 1,003.32	**$ 401.33**	$ 29.39
756604687	Medium Truck	Goodyear	Marathon LHD	285/75R24.5 G MARATHON LHD GY BSL TL	285/75R24.5	Available	$ 1,002.94	**$ 401.18**	$ 25.23
756817687	Medium Truck	Goodyear	MARATHON LHD	295/75R225 G MARATHON LHD GY BSL TL	295/75R22.5	Available	$ 946.17	**$ 378.47**	$ 25.23
138802089	Medium Truck	Goodyear	Marathon LHS	11R225 G MARATHON LHS TL	11R22.5	Available	$ 927.96	**$ 371.18**	$ 25.23
138179089	Medium Truck	Goodyear	Marathon LHS	11R225 H MARATHON LHS TL	11R22.5	Available	$ 946.53	**$ 378.61**	$ 29.39
138801089	Medium Truck	Goodyear	Marathon LHS	11R245 G MARATHON LHS TL	11R24.5	Available	$ 983.63	**$ 393.45**	$ 29.39
138813089	Medium Truck	Goodyear	Marathon LHS	11R245 H MARATHON LHS TL	11R24.5	Available	$ 1,003.30	**$ 401.32**	$ 34.59
756816089	Medium Truck	Goodyear	MARATHON LHS	285/75R245 G MARATHON LHS TL	285/75R24.5	Available	$ 963.93	**$ 385.57**	$ 25.23
756817089	Medium Truck	Goodyear	MARATHON LHS	295/75R225 G MARATHON LHS TL	295/75R22.5	Available	$ 909.39	**$ 363.76**	$ 25.23
756809089	Medium Truck	Goodyear	MARATHON LHS	295/75R225 H MARATHON LHS TL	295/75R22.5	Available	$ 927.56	**$ 371.02**	$ 34.59
158668531	Medium Truck	Goodyear	Marathon LHS II+	315/80R22.5 L MARATHON LHS II+ HL	315/80R22.5	Available	$ 1,560.86	**$ 624.34**	$ 55.47
138802692	Medium Truck	Goodyear	MARATHON LHT	11R22.5 144/142L G MARATHON LHT	11R22.5	Available	$ 798.04	**$ 319.22**	$ 25.23
138801692	Medium Truck	Goodyear	MARATHON LHT	11R24.5 146/143L G MARATHON LHT	11R24.5	Available	$ 845.90	**$ 338.36**	$ 29.39
756603692	Medium Truck	Goodyear	Marathon LHT	295/75R225 144/141L G MARATHON LHT	295/75R22.5	Available	$ 782.06	**$ 312.82**	$ 25.23
759441413	Medium Truck	Goodyear	Marathon LHT SS	385/65R225 160K/158L L MARATHON LHT GH	385/65R22.5	Available	$ 2,136.61	**$ 854.64**	$ 30.33
138792737	Medium Truck	Goodyear	MARATHON RSA	10R225 G MARATHON RSA TL	10R22.5	Available	$ 932.54	**$ 373.02**	$ 20.51
138813737	Medium Truck	Goodyear	MARATHON RSA	11R245 H MARATHON RSA TL	11R24.5	Available	$ 1,051.57	**$ 420.63**	$ 34.59
138783737	Medium Truck	Goodyear	MARATHON RSA	12R225 H MARATHON RSA	12R22.5	Available	$ 1,140.86	**$ 456.34**	$ 36.76
756067737	Medium Truck	Goodyear	MARATHON RSA	255/70R225 H MARATHON RSA TL	255/70R22.5	Available	$ 903.68	**$ 361.47**	$ 18.99
756604737	Medium Truck	Goodyear	MARATHON RSA	285/75R24.5 G MARATHON RSA TL	285/75R24.5	Available	$ 1,025.46	**$ 410.18**	$ 25.23
756603737	Medium Truck	Goodyear	MARATHON RSA	295/75R22.5 G MARATHON RSA TL	295/75R22.5	Available	$ 972.19	**$ 388.88**	$ 25.23
138803738	Medium Truck	Goodyear	MARATHON RSD	11R225 H MARATHON RSD TL	11R22.5	Available	$ 1,042.93	**$ 417.17**	$ 29.39
138813738	Medium Truck	Goodyear	MARATHON RSD	11R245 H MARATHON RSD TL	11R24.5	Available	$ 1,105.49	**$ 442.20**	$ 34.59
756604738	Medium Truck	Goodyear	MARATHON RSD	285/75R24.5 G MARATHON RSD TL	285/75R24.5	Discontinued	$ 1,083.37	**$ 433.35**	$ 25.23
756603738	Medium Truck	Goodyear	MARATHON RSD	295/75R22.5 G MARATHON RSD TL	295/75R22.5	Available	$ 1,022.08	**$ 408.83**	$ 25.23
138179739	Medium Truck	Goodyear	MARATHON RSS	11R225 H MARATHON RSS TL	11R22.5	Available	$ 941.49	**$ 376.60**	$ 29.39
138813739	Medium Truck	Goodyear	MARATHON RSS	11R245 H MARATHON RSS TL	11R24.5	Available	$ 997.96	**$ 399.18**	$ 34.59
756067739	Medium Truck	Goodyear	MARATHON RSS	255/70R22.5 H 140/137M MARATHON RSS TL	255/70R22.5	Available	$ 875.56	**$ 350.22**	$ 18.99
756604739	Medium Truck	Goodyear	MARATHON RSS	285/75R24.5 G 144/141L MARATHON RSS TL	285/75R24.5	Available	$ 978.02	**$ 391.21**	$ 25.23
756603739	Medium Truck	Goodyear	MARATHON RSS	295/75R22.5 G MARATHON RSS TL	295/75R22.5	Available	$ 922.63	**$ 369.05**	$ 25.23
138803824	Medium Truck	Goodyear	MARATHON RTD	11R225 H MARATHON RTD TL	11R22.5	Available	$ 1,146.46	**$ 458.58**	$ 29.39
756809824	Medium Truck	Goodyear	MARATHON RTD	295/75R22.5 H MARATHON RTD TL	295/75R22.5	Available	$ 1,146.46	**$ 458.58**	$ 34.59
158713627	Medium Truck	Goodyear	Metro Miler	B275/70R225 J MM G652 TL	275/70R22.5	Available	$ 1,257.53	**$ 503.01**	$ 32.51
158706158	Medium Truck	Goodyear	Metro Miler	B305/70R225 H MM G152 TL	305/70R22.5	Available	$ 1,489.34	**$ 595.74**	$ 36.76
158170627	Medium Truck	Goodyear	Metro Miler	B305/70R225 L MM G652 TL	305/70R22.5	Available	$ 1,650.46	**$ 660.18**	$ 40.92
158282158	Medium Truck	Goodyear	Metro Miler	B305/75R245 H MM G152 TL	305/75R24.5	Available	$ 1,596.74	**$ 638.69**	$ 45.08
158877627	Medium Truck	Goodyear	Metro Miler	B305/85R225 J MM G652 TL	305/85R22.5	Available	$ 1,811.58	**$ 724.63**	$ 40.92
158777627	Medium Truck	Goodyear	Metro Miler	B315/80R225 L MM G652 TL	315/80R22.5	Available	$ 1,722.07	**$ 688.83**	$ 52.83
756005234	Medium Truck	Goodyear	Offroad ORD	325/95R24 162/160G L OFFROAD ORD TL	325/95R24	Available	$ 2,483.87	**$ 993.55**	$ 66.15
138745337	Medium Truck	Goodyear	Omnitrac MSD II	12.00R24 L OMNITRAC MSD II PLUS TT	12.00R24	Available	$ 1,891.64	**$ 756.66**	$ 60.67
756703938	Medium Truck	Goodyear	Omnitrac MSD II	325/95R24 162/160K OMNITRAC D HD	325/95R24	Available	$ 2,299.88	**$ 919.95**	$ 66.15
756019566	Medium Truck	Goodyear	Omnitrac MSD II	315/80R225 K OMNITRAC MSD II	315/80R22.5	Available	$ 1,900.00	**$ 760.00**	$ 50.27
756618996	Medium Truck	Goodyear	Omnitrac MST II	445/65R225 L 169K OMNITRAC MST II	445/65R22.5	Available	$ 2,119.62	**$ 847.85**	$ 43.94
756703939	Medium Truck	Goodyear	Omnitrac S HD	325/95R24 162/160K OMNITRAC S HD	325/95R24	Available	$ 2,388.34	**$ 955.34**	$ 66.15
271122771	Medium Truck	Dunlop	SP381	255/70R225 H DUNLOP SP831 TL	255/70R22.5	Available	$ 994.43	**$ 397.77**	$ 18.99
158649771	Medium Truck	Goodyear	Ultra Grip Max S	385/55R22.5 L ULTRA GRIP MAX S TL	385/55R22.5	Available	$ 1,638.68	**$ 655.47**	$ 60.67
756518937	Medium Truck	Goodyear	Ultra Grip Max S Rep	315/80R225 J ULTRA GRIP MAX S REP	315/80R22.5	Available	$ 1,712.74	**$ 685.10**	$ 50.27
138007798	Medium Truck	Goodyear	Ultragrip RTD	11R22.5 143/146L G ULTRAGRIP RTD	11R22.5	Available	$ 1,375.06	**$ 550.03**	$ 25.23
138006798	Medium Truck	Goodyear	Ultragrip RTD	11R22.5 143/146L H ULTRAGRIP RTD	11R22.5	Available	$ 1,402.53	**$ 561.01**	$ 29.39
158007992	Medium Truck	Goodyear	Urban Max BSA EV	315/80R22.5 L 161/157K URBAN MAX BSA EV	315/80R22.5	Available	$ 1,885.67	**$ 754.27**	$ 63.32
158009518	Medium Truck	Goodyear	Urban MCS	305/70R22.5 L 153/150J URBAN MCS	305/70R22.5	Available	$ 1,738.80	**$ 695.52**	$ 43.00
138799689	Medium Truck	Goodyear	Workhorse MSA	11R225 146/143K H WORKHORSE MSA TL	11R22.5	Available	$ 933.71	**$ 373.48**	$ 29.39
138798689	Medium Truck	Goodyear	Workhorse MSA	11R245 149/146K H WORKHORSE MSA TL	11R24.5	Available	$ 1,009.91	**$ 403.96**	$ 34.59
138127689	Medium Truck	Goodyear	Workhorse MSA	12R225 WORKHORSE MSA TL	12R22.5	Discontinued	$ 1,083.12	**$ 433.25**	$ 36.76
138869689	Medium Truck	Goodyear	WORKHORSE MSA	12R245 152/149K H WORKHORSE MSA TL	12R24.5	Discontinued	$ 1,139.83	**$ 455.93**	$ 40.92
756141689	Medium Truck	Goodyear	Workhorse MSA	315/80R22.5 161/154K L WORKHORSE MSA TL	315/80R22.5	Available	$ 1,209.32	**$ 483.73**	$ 63.32
756513689	Medium Truck	Goodyear	Workhorse MSA	385/65R22.5 158K WORKHORSE MSA TL	385/65R22.5	Available	$ 1,685.84	**$ 674.34**	$ 27.74
138847691	Medium Truck	Goodyear	WORKHORSE MSD	11R24.5 149/146J H WORKHORSE MSD TL	11R24.5	Available	$ 1,066.63	**$ 426.65**	$ 34.59
123006023	OTR Bias	Goodyear	14.00-20 (TGB)	1400-20 20 ALL SERVICE N.D.C.C	14.00-20	Available	$ 1,619.43	**$ 1,133.60**	$ -
123250776	OTR Bias	Goodyear	14.00-24 (TGB)	1400-24NHS 32 ELV3A INDUSTRIAL NY BSWTL	14.00-24NHS	Available	$ 2,347.43	**$ 1,643.20**	$ -
152705961	OTR Bias	Goodyear	14.00R20 (TGR)	1400R20 J AT2A TL P1E5070	14.00R20	Available	$ 3,644.57	**$ 2,551.20**	$ -
152126956	OTR Bias	Goodyear	14.00R25 (TGR)	14.00R25 3X EV-4R INDUSTRIAL TL BLT	14.00R25	Available	$ 4,656.00	**$ 3,259.20**	$ -
152168310	OTR Bias	Goodyear	14.00R25 (TGR)	14.00R25NHS 3X RL4J E4 6S TL	14.00R25NHS	Available	$ 4,210.29	**$ 2,947.20**	$ -
152135038	OTR Bias	Goodyear	14.00R25 (TGR)	1400R25 3X EV-4S INDUSTRIAL A5 TL	14.00R25	Available	$ 4,939.43	**$ 3,457.60**	$ -
125509106	OTR Bias	Goodyear	16.00-25 (A21B)	1600-25 32 HRL E3 4S TL	16.00-25	Available	$ 7,124.57	**$ 4,987.20**	$ -
125509243	OTR Bias	Goodyear	16.00-25 (A21B)	1600-25 32 HRL4B E4 3S NYTL	16.00-25	Available	$ 7,772.57	**$ 5,440.80**	$ -
155022987	OTR Bias	Goodyear	16.00R20 (A21R)	1600R20 M AT2A TL P0E5051	16.00R20	Available	$ 4,251.43	**$ 2,976.00**	$ -
155022003	OTR Bias	Goodyear	16.00R20 (A21R)	1600R20 M AT3A TL P9E5066	16.00R20	Available	$ 4,533.71	**$ 3,173.60**	$ -
153107957	OTR Bias	Goodyear	18.00R25 (A21R)	18.00R25 EV-3G INSDUSTRIAL 3X 207 A5	18.00R25	Available	$ 7,529.14	**$ 5,270.40**	$ -
153028741	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 2X RL4J E4 4S TLDX	18.00R25	Available	$ 6,249.99	**$ 4,374.99**	$ -
153028439	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 2X RL5K L5 6S TLDX D5751	18.00R25	Available	$ 9,232.91	**$ 6,463.04**	$ -
153107491	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 3X EV4R INDUSTIRAL TL	18.00R25	Available	$ 8,622.86	**$ 6,036.00**	$ -
153107390	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 3X EV-4S GEN II 207A5 IND4	18.00R25	Available	$ 10,298.29	**$ 7,208.80**	$ -
153107693	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 3X EV-5S INDUSTIRAL TL	18.00R25	Available	$ 9,877.71	**$ 6,914.40**	$ -
153107011	OTR Bias	Goodyear	18.00R25 (A21R)	1800R25 3X EV-4D A5 TL	18.00R25	Available	$ 8,622.86	**$ 6,036.00**	$ -
136706343	OTR Bias	Goodyear	20.5R25 (A21R)	20.5R25 C1 GP4D 6S L-4/E-4 TL	20.5R25	Available	$ 4,696.00	**$ 3,287.20**	$ -
155060686	OTR Bias	Goodyear	20.5R25 (A21R)	205R25 2X RT-5D HI-STABILITY TL	20.5R25	Available	$ 6,396.57	**$ 4,477.60**	$ -
124578596	OTR Bias	Goodyear	21.00-25 (A22B)	2100-25 28 SRB 7A 4S NYTL	21.00-25	Available	$ 5,870.86	**$ 4,109.60**	$ -
124593282	OTR Bias	Goodyear	21.00-25 (A22B)	2100-25 32 ELV 5A NYTL	21.00-25	Available	$ 11,901.71	**$ 8,331.20**	$ -
125010191	OTR Bias	Goodyear	21.00-25 (A22B)	2100-25 40 ELV3C IND 4S TL	21.00-25	Available	$ 8,257.14	**$ 5,780.00**	$ -
153054688	OTR Bias	Goodyear	23.5R25 (A21R)	235R25 3X RL-4K 24/24 6S TL	23.5R25	Available	$ 8,257.14	**$ 5,780.00**	$ -
124640583	OTR Bias	Goodyear	24-21 (A21B)	24-21 14 SRB7A 2S NYTL	24-21	Available	$ 3,724.57	**$ 2,607.20**	$ -
124916989	OTR Bias	Goodyear	26.5-25 (A22B)	265-25 26 GRL D/L-3A 4S NYTL	26.5-25	Available	$ 6,153.14	**$ 4,307.20**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
124866540	OTR Bias	Goodyear	26.5-25 (A22B)	265-25 32 SMODL5C 6S NYTLDX	26.5-25	Available	$ 12,074.39	**$ 8,452.07**	$ -
136013673	OTR Bias	Goodyear	26.5R25 (A22R)	26.5R25 2X RT-3B HI-STAB 6S L-3/G-3 TL	26.5R25	Available	$ 7,772.57	**$ 5,440.80**	$ -
136013365	OTR Bias	Goodyear	26.5R25 (A22R)	265R25 2X RL4K 209A2 TL	26.5R25	Available	$ 10,849.14	**$ 7,594.40**	$ -
136012713	OTR Bias	Goodyear	26.5R25 (A22R)	265R25 3X RL5K HI-STAB 6S L-5	26.5R25	Available	$ 13,538.29	**$ 9,476.80**	$ -
136013534	OTR Bias	Goodyear	26.5R25 (A22R)	265R25 GP-4D 2X L-4 6S TL	26.5R25	Available	$ 8,786.29	**$ 6,150.40**	$ -
124926628	OTR Bias	Goodyear	29.5-25 (A22B)	295-25 28 GRL DL3A L3 4S TL	29.5-25	Available	$ 7,489.14	**$ 5,242.40**	$ -
136098494	OTR Bias	Goodyear	29.5R25 (A22R)	295R25 2X RL-4K HI-STABILITY 24/24 L4 6S	29.5R25	Available	$ 13,277.71	**$ 9,294.40**	$ -
136098393	OTR Bias	Goodyear	29.5R25 (A22R)	295R25 2X RL-5K HI-STABILITY 24/24 L5 6S	29.5R25	Available	$ 17,852.57	**$ 12,496.80**	$ -
155161020	OTR Bias	Goodyear	450/95R25	450/95R25 EV-4M PORT HANDLER TL	450/95R25	Available	$ 5,505.14	**$ 3,853.60**	$ -
155046492	OTR Bias	Goodyear	480/95R25 (A21R)	480/95R25 EV-4C INDUSTRIAL TL	480/95R25	Available	$ 6,315.43	**$ 4,420.80**	$ -
155046491	OTR Bias	Goodyear	480/95R25 (A21R)	480/95R25 3X EV-4R INDUSTRIAL 206 A5 TL	480/95R25	Available	$ 6,640.00	**$ 4,648.00**	$ -
136144303	OTR Bias	Goodyear	600/65R25 (A21R)	600/65R25 1X GP3D 6S TL	600/65R25	Available	$ 5,829.71	**$ 4,080.80**	$ -
155136890	OTR Bias	Goodyear	650/65R25 (A21R)	650/65R25 C2 GP3D E3 6S TL	650/65R25	Available	$ 6,476.57	**$ 4,533.60**	$ -
206101008	OTR Bias	American	American Backhoe	12.5/80-18 10 AMERICAN BACKHOE F	12.5/80-18	Available	$ 728.00	**$ 509.60**	$ -
206072004	OTR Bias	American	American Backhoe	16.9-24 08 AMERICAN BACKHOE	16.9-24	Available	$ 1,093.71	**$ 765.60**	$ -
206078004	OTR Bias	American	American Backhoe	17.5L-24 08 AMERICAN BACKHOE	17.5L-24	Available	$ 1,214.86	**$ 850.40**	$ -
206083004	OTR Bias	American	American Backhoe	18.4-24 10 AMERICAN BACKHOE	18.4-24	Available	$ 1,294.86	**$ 906.40**	$ -
206098004	OTR Bias	American	American Backhoe	19.5L-24 10 AMERICAN BACKHOE	19.5L-24	Available	$ 1,214.86	**$ 850.40**	$ -
206100004	OTR Bias	American	American Backhoe	19.5L-24 12 AMERICAN BACKHOE	19.5L-24	Available	$ 1,254.86	**$ 878.40**	$ -
206126019	OTR Bias	American	American Backhoe	21L-24 12 AMERICAN BACKHOE	21L-24	Available	$ 1,417.14	**$ 992.00**	$ -
206053001	OTR Bias	American	American Miner	1300-24TG 12 AMERICAN MINER SL E2 G2	13.00-24TG	Available	$ 891.43	**$ 624.00**	$ -
206054001	OTR Bias	American	American Miner	1300-24TG 16 AMERICAN MINER SL E2 G2	13.00-24TG	Available	$ 971.43	**$ 680.00**	$ -
206056001	OTR Bias	American	American Miner	1400-24TG 12 AMERICAN MINER SL L2 E2 G2	14.00-24TG	Available	$ 971.43	**$ 680.00**	$ -
206057001	OTR Bias	American	American Miner	1400-24TG 16 AMERICAN MINER SL L2 E2 G2	14.00-24TG	Available	$ 1,093.71	**$ 765.60**	$ -
206112014	OTR Bias	American	American Skid Steer	10-16.5NHS 06 AMERICAN SKID STEER SSL-2A	10-16.5NHS	Available	$ 283.43	**$ 198.40**	$ -
206113014	OTR Bias	American	American Skid Steer	10-16.5NHS 08 AMERICAN SKID STEER SSL-2A	10-16.5NHS	Available	$ 323.43	**$ 226.40**	$ -
206114014	OTR Bias	American	American Skid Steer	10-16.5NHS 10 AMERICAN SKID STEER SSL-2A	10-16.5NHS	Available	$ 323.43	**$ 226.40**	$ -
206259003	OTR Bias	American	American Skid Steer	10-16.5NHS 10 AMERICAN SKID STEER SST-3A	10-16.5NHS	Available	$ 445.71	**$ 312.00**	$ -
206259124	OTR Bias	American	American Skid Steer	10-165NHS 10 AMERICAN SKID STEER SSI-4A	10-16.5NHS	Available	$ 445.71	**$ 312.00**	$ -
206116014	OTR Bias	American	American Skid Steer	12-16.5NHS 08 AMERICAN SKID STEER SSL-2A	12-16.5NHS	Available	$ 364.57	**$ 255.20**	$ -
206119014	OTR Bias	American	American Skid Steer	12-16.5NHS 10 AMERICAN SKID STEER SSL-2A	12-16.5NHS	Available	$ 404.57	**$ 283.20**	$ -
206097003	OTR Bias	American	American Skid Steer	12-16.5NHS 12 AMERICAN SKID STEER SST-3A	12-16.5NHS	Available	$ 525.71	**$ 368.00**	$ -
206097124	OTR Bias	American	American Skid Steer	12-165NHS 12 AMERICAN SKID STEER SSI-4A	12-16.5NHS	Available	$ 566.86	**$ 396.80**	$ -
206129014	OTR Bias	American	American Skid Steer	14-17.5NHS AMERICAN SKID STEER SSL-2A	14-17.5NHS	Available	$ 689.14	**$ 482.40**	$ -
206121014	OTR Bias	American	American Skid Steer	14-17.5NHS 08 AMERICAN SKID STEER SSL-2A	14-17.5NHS	Available	$ 566.86	**$ 396.80**	$ -
206122014	OTR Bias	American	American Skid Steer	14-17.5NHS 10 AMERICAN SKID STEER SSL-2A	14-17.5NHS	Available	$ 606.86	**$ 424.80**	$ -
206123014	OTR Bias	American	American Skid Steer	15-19.5NHS 14 AMERICAN SKID STEER SSL-2A	15-19.5NHS	Available	$ 930.29	**$ 651.20**	$ -
206069003	OTR Bias	American	American Skid Steer	23-8.50-12NHS 8 AMERICAN SKID STEER SST-3A	23X8.50-12NHS	Available	$ 283.43	**$ 198.40**	$ -
206109020	OTR Bias	American	American Skid Steer	31X15.50-15NHS 08 AM SKID STEER SSV-2A	31X15.50-15NHS	Available	$ 485.71	**$ 340.00**	$ -
206111020	OTR Bias	American	American Skid Steer	31X15.50-15NHS 12 AM SKID STEER SSV-2A	31X15.50-15NHS	Available	$ 525.71	**$ 368.00**	$ -
272330020	OTR Bias	DUNLOP	DUN 11.00R20	1100R20 157 A3 PG21RC TT	11.00R20	Available	$ 1,093.71	**$ 765.60**	$ -
133540487	OTR Bias	Goodyear	ELV4B	1800-25 40 ELV4B NYTL	18.00-25	Available	$ 6,963.43	**$ 4,874.40**	$ -
133540192	OTR Bias	Goodyear	ELV4D IND 4S	1800-25 40 ELV4D IND 4S TL	18.00-25	Available	$ 7,044.57	**$ 4,931.20**	$ -
133540141	OTR Bias	Goodyear	ELV5D	1800-25 40 ELV5D TL	18.00-25	Available	$ 7,449.14	**$ 5,214.40**	$ -
133909255	OTR Bias	Goodyear	GGL D/L 2A 4S	235-25 20 GGL D/L 2A 4S TL	23.5-25	Available	$ 3,563.43	**$ 2,494.40**	$ -
125901630	OTR Bias	Goodyear	GGL DL-2A L2/E2/G 4S	205-25 12 GGL DL-2A L2/E2/G 4S TL	20.5-25	Available	$ 1,942.86	**$ 1,360.00**	$ -
125902630	OTR Bias	Goodyear	GGL DL-2A L2/E2/G 4S	205-25 16 GGL DL-2A L2/E2/G 4S TL	20.5-25	Available	$ 2,104.00	**$ 1,472.80**	$ -
123876469	OTR Bias	Goodyear	GRL D/L 3A	175-25 16 GRL D/L-3A L3/G3 TL	17.5-25	Available	$ 1,862.86	**$ 1,304.00**	$ -
133909256	OTR Bias	Goodyear	GRL D/L 3A 4S	235-25 20 GRL D/L 3A 4S TL	23.5-25	Available	$ 4,008.00	**$ 2,805.60**	$ -
123897469	OTR Bias	Goodyear	GRL D/L-3A	175-25 12 GRL D/L-3A L3/G3 TL	17.5-25	Available	$ 1,699.43	**$ 1,189.60**	$ -
125903258	OTR Bias	Goodyear	GRL DL-3A L3/E3/G 4S	205-25 20 GRL DL-3A L3/E3/G 4S TL	20.5-25	Available	$ 3,077.71	**$ 2,154.40**	$ -
125902258	OTR Bias	Goodyear	GRL DL-3A L3/E3/G3 4S	205-25 16 GRL DL-3A L3/E3/G3 4S TL	20.5-25	Available	$ 2,267.43	**$ 1,587.20**	$ -
123340184	OTR Bias	Goodyear	HRL3A	1200-20 16 HRL3A NYTT	12.00-20ML	Available	$ 1,942.86	**$ 1,360.00**	$ -
125493261	OTR Bias	Goodyear	PVG 7A	1600-24 12 PVG 7A 4S NYTL	16.00-24TG	Available	$ 3,320.00	**$ 2,324.00**	$ -
123876458	OTR Bias	Goodyear	SGLDL2A	175-25 16 SGLDL2A NYTL	17.5-25	Available	$ 1,780.57	**$ 1,246.40**	$ -
123877458	OTR Bias	Goodyear	SGLDL2A	175-25 20 SGLDL2A NYTL	17.5-25	Available	$ 2,024.00	**$ 1,416.80**	$ -
123897463	OTR Bias	Goodyear	SGLDL2A 200	175-25 12 SGLDL2A 200 NYTL	17.5-25	Available	$ 1,538.29	**$ 1,076.80**	$ -
133534596	OTR Bias	Goodyear	SRB 7A 4S	1800-25 16 SRB 7A 4S NYTL	18.00-25	Available	$ 4,049.14	**$ 2,834.40**	$ -
123003006	OTR Bias	Goodyear	WRL31A	1400-24 28 WRL3A NYTL	14.00-24NHS	Available	$ 3,724.57	**$ 2,607.20**	$ -
123428645	OTR Bias	Goodyear	WRL3A	1400-20 24 WRL3A NYTT	14.00-20NHS	Available	$ 3,240.00	**$ 2,268.00**	$ -
123448645	OTR Bias	Goodyear	WRL3A	1400-24 28 WRL3A NYTT	14.00-24NHS	Available	$ 3,724.57	**$ 2,607.20**	$ -
272030089	OTR Radial	Dunlop	A2/134	335/80R18 SPT 9 145 A2/134 B TL DUNLOP	335/80R18	Available	$ 1,052.57	**$ 736.80**	$ -
272030109	OTR Radial	Dunlop	A2/135	365/70R18 SPT 9 146 A2/135 B TL DUNLOP	365/70R18	Available	$ 1,294.86	**$ 906.40**	$ -
272030319	OTR Radial	Dunlop	A2/136	335/80R20 SPT 9 147 A2/136 B TL DUNLOP	335/80R20	Available	$ 1,699.43	**$ 1,189.60**	$ -
272030169	OTR Radial	Dunlop	A2/141	365/80R20 SPT 9 153 A2/141 B TL DUNLOP	365/80R20	Available	$ 1,780.57	**$ 1,246.40**	$ -
272030119	OTR Radial	Dunlop	A2/141	405/70R18 SPT 9 153 A2/141 B TL DUNLOP	405/70R18	Available	$ 1,538.29	**$ 1,076.80**	$ -
272030219	OTR Radial	Dunlop	A2/143	405/70R20 SPT 9 155 A2/143 B TL DUNLOP	405/70R20	Available	$ 1,862.86	**$ 1,304.00**	$ -
152475283	OTR Radial	Goodyear	AS-3A	14.00R24TG 2X AS-3A G3 TL	14.00R24TG	Available	$ 2,752.00	**$ 1,926.40**	$ -
152523252	OTR Radial	Goodyear	AS-3A	175R25 2X AS3A L3/G3 4S TL	17.5R25	Available	$ 3,240.00	**$ 2,268.00**	$ -
155118860	OTR Radial	Goodyear	AS-3A	205R25 171A8 2X AS-3A 4S L3/G3	20.5R25	Available	$ 3,805.71	**$ 2,664.00**	$ -
155426440	OTR Radial	Goodyear	EV4S	1600R25 3X EV4S TL	16.00R25	Available	$ 5,425.14	**$ 3,797.60**	$ -
152888070	OTR Radial	Goodyear	GP2B	155R25 1X GP2B 6S TL	15.5R25	Available	$ 2,306.29	**$ 1,614.40**	$ -
152524070	OTR Radial	Goodyear	GP2B	175R25 1X GP2B 6S TL	17.5R25	Available	$ 2,672.00	**$ 1,870.40**	$ -
155903276	OTR Radial	Goodyear	GP2B	205R25 1X GP2B 6S TL	20.5R25	Available	$ 3,077.71	**$ 2,154.40**	$ -
153083272	OTR Radial	Goodyear	GP2B	235R25 2X GP2B 4S TL	23.5R25	Available	$ 4,049.14	**$ 2,834.40**	$ -
152040069	OTR Radial	Goodyear	GP2B	385/95R25 00 GP2B 170E TL	385/95R25	Available	$ 3,724.57	**$ 2,607.20**	$ -
155214214	OTR Radial	Goodyear	GP2B	445/95R25 00 GP2B 177E TL	445/95R25	Available	$ 3,888.00	**$ 2,721.60**	$ -
153097928	OTR Radial	Goodyear	GP-4D	235R25 GP-4D 6S C1 1STAR+2STARL-4/E-4 TL	23.5R25	Available	$ 6,153.14	**$ 4,307.20**	$ -
136087095	OTR Radial	Goodyear	GP-4D	265R25 2X GP4D 6S TL	265R25	Available	$ 8,786.29	**$ 6,150.40**	$ -
136090357	OTR Radial	Goodyear	GP-4D HI-STABILITY	295R25 2X GP4D HI-STAB 6S L4/E4 TL	295R25	Available	$ 12,468.57	**$ 8,728.00**	$ -
152714291	OTR Radial	Goodyear	RL4J	1400R24 3X RL4J E4 4S TT	14.00R24NHS	Available	$ 4,049.14	**$ 2,834.40**	$ -
153028748	OTR Radial	Goodyear	RL4J	1800R25 2X RL4J E4 6S TL	18.00R25	Available	$ 7,124.57	**$ 4,987.20**	$ -
152713208	OTR Radial	Goodyear	RL-4L	1400R25NHS 3X RL-4L E-4 2S TL	14.00R25NHS	Available	$ 4,049.14	**$ 2,834.40**	$ -
152117476	OTR Radial	Goodyear	RL-5K	1200R20NHS 3X RL-5K 12/12 L5 6S TL	12.00R20NHS	Available	$ 2,955.43	**$ 2,068.80**	$ -
155010382	OTR Radial	Goodyear	RL-5K	205R25 2X RL-5K HI-STABILITY 24/24	20.5R25	Available	$ 6,396.57	**$ 4,477.60**	$ -
153103382	OTR Radial	Goodyear	RL-5K	235R25 2X RL-5K HI-STABILITY L5 6S 24/24	23.5R25	Available	$ 8,744.00	**$ 6,120.80**	$ -

City of Edinburg - TX

Effective 01/01/2024, Expires 12/31/2024

G0009481

Base Price Book Date: February 01, 2023

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 2/1/2023	Discounted Agency Price	FET if applicable
152045466	OTR Radial	Goodyear	RL-5K HI-STABILITY	175R25 2X RL-5K HI-STABILITY 24/24 TL	17.5R25	Available	$ 5,707.43	**$ 3,995.20**	$ -
152524375	OTR Radial	Goodyear	RT-3B	175R25 176A2 1X RT-3B 6S TL	17.5R25	Available	$ 3,401.14	**$ 2,380.80**	$ -
155903375	OTR Radial	Goodyear	RT-3B	205R25 186A2 1X RT-3B 6S TL	20.5R25	Available	$ 3,805.71	**$ 2,664.00**	$ -
153082375	OTR Radial	Goodyear	RT-3B	235R25 195/A2 1X RT-3B L3/G3 6S TL	23.5R25	Available	$ 4,939.43	**$ 3,457.60**	$ -
136090358	OTR Radial	Goodyear	RT-3B HI-STABILITY	295R25 2X RT-3B HI-STAB 6S TL	295R25	Available	$ 10,688.00	**$ 7,481.60**	$ -
153103686	OTR Radial	Goodyear	RT-5D HI-STABILITY	235R25 2X RT-5D HI-STABILITY 6S TL	235R25	Available	$ 8,744.00	**$ 6,120.80**	$ -
136013686	OTR Radial	Goodyear	RT-5D HI-STABILITY	265R25 2X RT-5D HI-STABILITY	265R25	Available	$ 12,306.29	**$ 8,614.40**	$ -
136090669	OTR Radial	Goodyear	RT-5D HI-STABILITY	295R25 2X RT-5D HI-STAB 6S TL	295R25	Available	$ 16,355.43	**$ 11,448.80**	$ -
152712409	OTR Radial	Goodyear	SG-2B	1400R24 1X SG-2B G-2 TL	14.00R24TG	Available	$ 2,672.00	**$ 1,870.40**	$ -
155908351	OTR Radial	Goodyear	TL3A+	175R25 TL3A+ C1 1*+2* 6S L-3+T/E-3+T TL	17.5R25	Available	$ 3,724.57	**$ 2,607.20**	$ -
155906351	OTR Radial	Goodyear	TL3A+	205R25 TL3A+ C1 1*+2* 6S L-3+T/E-3+T TL	20.5R25	Available	$ 4,251.43	**$ 2,976.00**	$ -
153097059	OTR Radial	Goodyear	TL3A+	235R25 2X TL3A+ 6S C1 TL	23.5R25	Available	$ 5,466.29	**$ 3,826.40**	$ -
136084244	OTR Radial	Goodyear	TL-3A+	265R25 C1 TL-3A+ 6S TL	265R25	Available	$ 8,541.71	**$ 5,979.20**	$ -
136165082	OTR Radial	Goodyear	TL-3A+	750/65R25 C1 1+2 STAR TL-3A+ 6S E-3+T	750/65R25	Available	$ 8,905.14	**$ 6,233.60**	$ -
136090465	OTR Radial	Goodyear	TL-3A+ HI-STABILITY	295R25 2X TL-3A+ HI-STAB 6S L-3 T/E-3+T	295R25	Available	$ 11,659.43	**$ 8,161.60**	$ -

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Edinburg - TX
G0009481 - 01-01-2024 - 12-31-2024

Product Code	Material	Product Type	Description	Size	Availability	Base Price 02/1/22	NET PRICE
254086072	50803	Precure	PCT G177M 27	11R22.5	NET	$ 681.72	$ 155.00
254086592	244558	Precure	PC G177M2 26	11R22.5	NET	$ 681.72	$ 155.00
254096073	134441	Precure	PCT G177M 32	315/80R22.5	NET	$ 887.67	$ 200.00
254096592	244644	Precure	PC G177M2 26	315/80R22.5	NET	$ 767.35	$ 200.00
254537027	52629	Precure	PCT G159	10.00-20	Available	$ 450.53	$ 118.22
254537072	99720	Precure	PCT G177M 27	10.00-20	Available	$ 622.00	$ 163.21
254537134	104009	Precure	PCT G159 Siped	10.00-20	Available	$ 461.99	$ 121.23
254537384	234896	Precure	PCT Winter Trac 2	10.00-20	Available	$ 628.37	$ 164.88
254537410	182921	Precure	PCT G622	10.00-20	Available	$ 637.58	$ 167.30
254537530	133882	Precure	PCT G372	10.00-20	Available	$ 755.83	$ 198.33
254537707	52701	Precure	PCT G159 HS	10.00-20	Available	$ 413.83	$ 108.59
254537926	190337	Precure	PCT LCT 11 UVC	10.00-20	Available	$ 371.01	$ 97.35
254027027	50007	Precure	PCT G159	10.00R15	Available	$ 441.86	$ 115.94
254027528	86471	Precure	PCT G314	10.00R15	Available	$ 482.71	$ 126.66
254027707	50024	Precure	PCT G159 HS	10.00R15	Available	$ 392.18	$ 102.91
254044027	50200	Precure	PCT G159	10.00R20	Available	$ 495.73	$ 130.08
254044072	50209	Precure	PCT G177M 27	10.00R20	Available	$ 681.75	$ 178.89
254044073	163018	Precure	PCT G177M 32	10.00R20	Available	$ 870.54	$ 228.43
254044134	50220	Precure	PCT G159 Siped	10.00R20	Available	$ 503.67	$ 132.16
254044198	224420	Precure	PCT G619 RST	10.00R20	Available	$ 696.27	$ 182.70
254044199	224485	Precure	PCT All Position 18	10.00R20	Available	$ 535.43	$ 140.50
254044318	228394	Precure	PCT G741 MSD	10.00R20	Available	$ 825.91	$ 216.72
254044369	234654	Precure	PCT Endurance WHD	10.00R20	Available	$ 871.41	$ 228.66
254044378	235122	Precure	PCT Unigrip	10.00R20	Available	$ 526.26	$ 138.09
254044384	235052	Precure	PCT Winter Trac 2	10.00R20	Available	$ 661.13	$ 173.48
254044389	235145	Precure	PCT Lug Logger 32	10.00R20	Available	$ 888.89	$ 233.25
254044410	182920	Precure	PCT G622	10.00R20	Available	$ 717.30	$ 188.22
254044416	183085	Precure	PCT G338	10.00R20	Available	$ 843.24	$ 221.27
254044440	215477	Precure	PCT G289 WHA	10.00R20	Available	$ 781.38	$ 205.03
254044456	237431	Precure	PCT Endurance WTD	10.00R20	Available	$ 876.55	$ 230.01
254044528	86481	Precure	PCT G314	10.00R20	Available	$ 541.33	$ 142.05
254044702	50281	Precure	PCT G167 22	10.00R20	Available	$ 577.23	$ 151.46
254044707	50284	Precure	PCT G159 HS	10.00R20	Available	$ 454.37	$ 119.23
254044759	158120	Mold Cure	MCT G177M 27	10.00R20	Available	$ 641.12	$ 168.23
254044925	189760	Precure	PCT DWT 14 UVC	10.00R20	Available	$ 421.03	$ 110.48
254044926	190336	Precure	PCT LCT 11 UVC	10.00R20	Available	$ 405.48	$ 106.40
254046184	224086	Precure	PCT G292 WHD	10.00R22	Available	$ 868.84	$ 227.98
254046369	234653	Precure	PCT Endurance WHD	10.00R22	Available	$ 871.41	$ 228.66
254046378	235109	Precure	PCT Unigrip	10.00R22	Available	$ 526.26	$ 138.09
254046384	235041	Precure	PCT Winter Trac 2	10.00R22	Available	$ 687.22	$ 180.33
254046389	235149	Precure	PCT Lug Logger 32	10.00R22	Available	$ 925.21	$ 242.78
254046410	182930	Precure	PCT G622	10.00R22	Available	$ 749.36	$ 196.63
254046426	190507	Precure	PCT G319SA	10.00R22	Available	$ 679.87	$ 178.40
254046440	217912	Precure	PCT G289 WHA	10.00R22	Available	$ 817.59	$ 214.54
254046456	237428	Precure	PCT Endurance WTD	10.00R22	Available	$ 880.51	$ 231.05
254046464	195349	Precure	PCT G182	10.00R22	Available	$ 880.53	$ 231.05
254046948	129032	Precure	PCT Winter Trac	10.00R22	Available	$ 643.14	$ 168.76
254053389	235142	Precure	PCT Lug Logger 32	1000/90R20	Available	$ 873.31	$ 229.16
254117925	189718	Precure	PCT DWT 14 UVC	10-15LT	Available	$ 348.16	$ 91.36
254528009	180668	Precure	PCT G362	10-16.5	Available	$ 628.43	$ 164.90
254528072	157624	Precure	PCT G177M 27	10-16.5	Available	$ 528.77	$ 138.75
254528199	224455	Precure	PCT All Position 18	10-16.5	Available	$ 424.54	$ 111.40
254528702	131540	Precure	PCT G167 22	10-16.5	Available	$ 475.76	$ 124.84
254530410	182939	Precure	PCT G622	10-22.5	Available	$ 641.63	$ 168.36
254530411	183055	Precure	PCT G622 LT	10-22.5	Available	$ 553.88	$ 145.34
254530429	195903	Precure	PCT G622 Siped	10-22.5	Available	$ 745.78	$ 195.69
254530702	135337	Precure	PCT G167 22	10-22.5	Available	$ 522.08	$ 136.99
254073027	50625	Precure	PCT G159	10R16.5LT	Available	$ 413.67	$ 108.55
254073389	235153	Precure	PCT Lug Logger 32	10R16.5LT	Available	$ 733.29	$ 192.42
254076027	50643	Precure	PCT G159	10R17.5LT	Available	$ 401.58	$ 105.38
254076378	235049	Precure	PCT Unigrip	10R17.5LT	Available	$ 482.40	$ 126.58
254076410	182898	Precure	PCT G622	10R17.5LT	Available	$ 560.72	$ 147.13

254076418	169096	Precure	PCT G647	10R17.5LT	Available	$ 538.41	$ 141.28
254076464	201309	Precure	PCT G182	10R17.5LT	Available	$ 675.26	$ 177.19
254076702	133966	Precure	PCT G167 22	10R17.5LT	Available	$ 462.25	$ 121.29
254076707	50651	Precure	PCT G159 HS	10R17.5LT	Available	$ 373.23	$ 97.93
254076926	190314	Precure	PCT LCT 11 UVC	10R17.5LT	Available	$ 337.03	$ 88.44
254085027	50734	Precure	PCT G159	10R22.5	Available	$ 448.11	$ 117.58
254085702	50775	Precure	PCT G167 22	10R22.5	Available	$ 516.09	$ 135.42
254085410	182938	Precure	PCT G622	10R22.5	Available	$ 633.54	$ 166.24
254085587	242563	Precure	PCT RDA	10R22.5	Available	$ 596.57	$ 156.54
254085009	175436	Precure	PCT G362	10R22.5	Available	$ 725.65	$ 190.41
254085049	217127	Precure	PCT G661	10R22.5	Available	$ 712.12	$ 186.86
254085072	50737	Precure	PCT G177M 27	10R22.5	Available	$ 618.16	$ 162.21
254085080	236648	Precure	PCT G182 Siped	10R22.5	Available	$ 746.03	$ 195.76
254085198	227573	Precure	PCT G619 RST	10R22.5	Available	$ 585.48	$ 153.63
254085199	228639	Precure	PCT All Position 18	10R22.5	Available	$ 459.78	$ 120.65
254085352	229250	Precure	PCT G505D FuelMx LHD	10R22.5	Available	$ 769.05	$ 201.80
254085378	235047	Precure	PCT Unigrip	10R22.5	Available	$ 526.26	$ 138.09
254085384	235019	Precure	PCT Winter Trac 2	10R22.5	Available	$ 624.95	$ 163.99
254085411	183054	Precure	PCT G622 LT	10R22.5	Available	$ 547.47	$ 143.66
254085418	169117	Precure	PCT G647	10R22.5	Available	$ 604.69	$ 158.67
254085429	195904	Precure	PCT G622 Siped	10R22.5	Available	$ 736.27	$ 193.20
254085431	199303	Precure	PCT G622 LT Siped	10R22.5	Available	$ 557.06	$ 146.17
254085456	237425	Precure	PCT Endurance WTD	10R22.5	Available	$ 854.17	$ 224.13
254085464	206676	Precure	PCT G182	10R22.5	Available	$ 753.28	$ 197.66
254085482	50757	Precure	PCT G286 22	10R22.5	Available	$ 754.55	$ 197.99
254085528	86477	Precure	PCT G314	10R22.5	Available	$ 499.44	$ 131.05
254085530	133877	Precure	PCT G372	10R22.5	Available	$ 750.94	$ 197.05
254085707	50779	Precure	PCT G159 HS	10R22.5	Available	$ 411.69	$ 108.03
254085925	189770	Precure	PCT DWT 14 UVC	10R22.5	Available	$ 412.43	$ 108.22
254085926	190350	Precure	PCT LCT 11 UVC	10R22.5	Available	$ 369.20	$ 96.88
254085948	157432	Precure	PCT Winter Trac	10R22.5	Available	$ 537.97	$ 141.16
254551027	52997	Precure	PCT G159	11.00-20	Available	$ 536.39	$ 140.75
254551369	234567	Precure	PCT Endurance WHD	11.00-20	Available	$ 947.52	$ 248.63
254551707	53049	Precure	PCT G159 HS	11.00-20	Available	$ 482.93	$ 126.72
254553384	235017	Precure	PCT Winter Trac 2	11.00-22	Available	$ 663.99	$ 174.23
254555702	135618	Precure	PCT G167 22	11.00-24	Available	$ 671.95	$ 176.32
254045072	50319	Precure	PCT G177M 27	11.00R20	Available	$ 734.80	$ 192.81
254045129	214335	Precure	PCT G287 MSA	11.00R20	Available	$ 1,000.37	$ 262.50
254045351	229204	Precure	PCT G686	11.00R20	Available	$ 636.18	$ 166.93
254045378	235111	Precure	PCT Unigrip	11.00R20	Available	$ 553.67	$ 145.28
254045384	235051	Precure	PCT Winter Trac 2	11.00R20	Available	$ 696.62	$ 182.79
254045456	237430	Precure	PCT Endurance WTD	11.00R20	Available	$ 904.77	$ 237.41
254045494	240832	Precure	ARMOR MAX MSD	11.00R20	Available	$ 886.04	$ 232.50
254045528	86498	Precure	PCT G314	11.00R20	Available	$ 556.76	$ 146.09
254045702	50368	Precure	PCT G167 22	11.00R20	Available	$ 640.68	$ 168.11
254047351	229205	Precure	PCT G686	11.00R22	Available	$ 654.40	$ 171.71
254047369	234566	Precure	PCT Endurance WHD	11.00R22	Available	$ 978.15	$ 256.67
254047378	235107	Precure	PCT Unigrip	11.00R22	Available	$ 553.67	$ 145.28
254047384	235031	Precure	PCT Winter Trac 2	11.00R22	Available	$ 715.70	$ 187.80
254047456	237427	Precure	PCT Endurance WTD	11.00R22	Available	$ 932.30	$ 244.64
254047464	201318	Precure	PCT G182	11.00R22	Available	$ 950.55	$ 249.42
254047494	240782	Precure	ARMOR MAX MSD	11.00R22	Available	$ 913.47	$ 239.69
254047579	204715	Precure	PCT Ultima WHR-HM	11.00R22	Available	$ 802.17	$ 210.49
254047702	50525	Precure	PCT G167 22	11.00R22	Available	$ 659.08	$ 172.94
254047926	190344	Precure	PCT LCT 11 UVC	11.00R22	Available	$ 439.06	$ 115.21
254050009	180648	Precure	PCT G362	11.00R24	Available	$ 890.66	$ 233.71
254050188	224350	Precure	PCT G572	11.00R24	Available	$ 1,091.99	$ 286.54
254050198	224432	Precure	PCT G619 RST	11.00R24	Available	$ 772.20	$ 202.62
254050369	234565	Precure	PCT Endurance WHD	11.00R24	Available	$ 1,022.22	$ 268.23
254050378	235105	Precure	PCT Unigrip	11.00R24	Available	$ 553.67	$ 145.28
254050384	234898	Precure	PCT Winter Trac 2	11.00R24	Available	$ 743.14	$ 195.00
254050389	235151	Precure	PCT Lug Logger 32	11.00R24	Available	$ 977.06	$ 256.38
254050456	237358	Precure	PCT Endurance WTD	11.00R24	Available	$ 971.93	$ 255.03
254050482	50572	Precure	PCT G286 22	11.00R24	Available	$ 984.51	$ 258.34
254050494	240786	Precure	ARMOR MAX MSD	11.00R24	Available	$ 952.71	$ 249.99
254050702	108389	Precure	PCT G167 22	11.00R24	Available	$ 685.39	$ 179.85
254335410	182969	Precure	PCT G622	11/80R24.5	Available	$ 726.46	$ 190.62
254545009	180635	Precure	PCT G362	11-22.5	Available	$ 744.36	$ 195.32
254545027	52825	Precure	PCT G159	11-22.5	Available	$ 457.85	$ 120.14

254545072	99721	Precure	PCT G177M 27	11-22.5	Available	$ 633.48	$ 166.23
254545134	104023	Precure	PCT G159 Siped	11-22.5	Available	$ 469.58	$ 123.22
254545188	224329	Precure	PCT G572	11-22.5	Available	$ 913.33	$ 239.66
254545410	182941	Precure	PCT G622	11-22.5	Available	$ 649.74	$ 170.49
254545464	201322	Precure	PCT G182	11-22.5	Available	$ 788.50	$ 206.90
254545528	100813	Precure	PCT G314	11-22.5	Available	$ 510.73	$ 134.02
254545530	136140	Precure	PCT G372	11-22.5	Available	$ 770.46	$ 202.17
254545579	204734	Precure	PCT Ultima WHR-HM	11-22.5	Available	$ 711.56	$ 186.71
254545702	52879	Precure	PCT G167 22	11-22.5	Available	$ 528.07	$ 138.56
254545707	52882	Precure	PCT G159 HS	11-22.5	Available	$ 420.25	$ 110.27
254545925	189773	Precure	PCT DWT 14 UVC	11-22.5	Available	$ 421.03	$ 110.48
254545926	190353	Precure	PCT LCT 11 UVC	11-22.5	Available	$ 376.36	$ 98.76
254549027	52911	Precure	PCT G159	11-24.5	Available	$ 474.79	$ 124.59
254549188	224354	Precure	PCT G572	11-24.5	Available	$ 955.98	$ 250.85
254549318	228428	Precure	PCT G741 MSD	11-24.5	Available	$ 825.02	$ 216.49
254549464	195417	Precure	PCT G182	11-24.5	Available	$ 824.34	$ 216.31
254549702	135640	Precure	PCT G167 22	11-24.5	Available	$ 548.87	$ 144.02
254549708	52969	Precure	PCT G186 MSA	11-24.5	Available	$ 809.51	$ 212.42
254077027	50653	Precure	PCT G159	11R17.5	Available	$ 454.69	$ 119.31
254077378	235119	Precure	PCT Unigrip	11R17.5	Available	$ 520.77	$ 136.65
254077418	169097	Precure	PCT G647	11R17.5	Available	$ 616.15	$ 161.68
254077528	86473	Precure	PCT G314	11R17.5	Available	$ 495.41	$ 129.99
254077702	134546	Precure	PCT G167 22	11R17.5	Available	$ 526.49	$ 138.15
254077707	50662	Precure	PCT G159 HS	11R17.5	Available	$ 418.24	$ 109.75
254086587	242552	Precure	PCT RDA	11R22.5	Available	$ 647.42	$ 169.88
254086199	224494	Precure	PCT All Position 18	11R22.5	Available	$ 535.43	$ 140.50
254086440	215479	Precure	PCT G289 WHA	11R22.5	Available	$ 781.37	$ 205.03
254086027	50795	Precure	PCT G159	11R22.5	Available	$ 495.83	$ 130.11
254086702	50870	Precure	PCT G167 22	11R22.5	Available	$ 577.35	$ 151.50
254086049	217126	Precure	PCT G661	11R22.5	Available	$ 730.19	$ 191.60
254086351	229197	Precure	PCT G686	11R22.5	Available	$ 592.18	$ 155.39
254086410	182940	Precure	PCT G622	11R22.5	Available	$ 717.30	$ 188.22
254086009	175437	Precure	PCT G362	11R22.5	Available	$ 776.22	$ 203.68
254086032	50796	Mold Cure	MCT G159 HS	11R22.5	Available	$ 435.26	$ 114.21
254086050	216585	UniCircle	UCT G661	11R22.5	Available	$ 712.47	$ 186.95
254086073	158499	Precure	PCT G177M 32	11R22.5	Available	$ 870.54	$ 228.43
254086080	199327	Precure	PCT G182 Siped	11R22.5	Available	$ 933.66	$ 244.99
254086085	220482	UniCircle	UCT G619 RST	11R22.5	Available	$ 762.33	$ 200.04
254086129	214336	Precure	PCT G287 MSA	11R22.5	Available	$ 967.86	$ 253.97
254086134	50814	Precure	PCT G159 Siped	11R22.5	Available	$ 503.67	$ 132.16
254086144	214972	UniCircle	UCT G282 MSD	11R22.5	Available	$ 934.28	$ 245.15
254086175	217553	Precure	PCT G316 AT	11R22.5	Available	$ 573.94	$ 150.60
254086178	222091	UniCircle	UCT G316 AT	11R22.5	Available	$ 629.58	$ 165.20
254086184	224067	Precure	PCT G292 WHD	11R22.5	Available	$ 829.91	$ 217.77
254086188	224330	Precure	PCT G572	11R22.5	Available	$ 940.55	$ 246.80
254086189	224750	UniCircle	UCT G572	11R22.5	Available	$ 959.75	$ 251.84
254086198	224425	Precure	PCT G619 RST	11R22.5	Available	$ 717.32	$ 188.22
254086305	226323	Precure	PCT G558	11R22.5	Available	$ 815.25	$ 213.92
254086318	226565	Precure	PCT G741 MSD	11R22.5	Available	$ 836.14	$ 219.40
254086327	230482	Mold Cure	MCT G316 AT Fuel Max	11R22.5	Available	$ 532.00	$ 139.60
254086346	229288	UniCircle	UCT G186 MSA	11R22.5	Available	$ 778.40	$ 204.25
254086352	229251	Precure	PCT G505D FuelMx LHD	11R22.5	Available	$ 819.18	$ 214.95
254086358	229604	Precure	PCT G682 RSD	11R22.5	Available	$ 834.36	$ 218.93
254086360	229183	Precure	PCT G619 RST	11R22.5	Available	$ 717.32	$ 188.22
254086362	226398	Precure	PCT G677	11R22.5	Available	$ 831.38	$ 218.15
254086363	229181	UniCircle	UCT G619 RST	11R22.5	Available	$ 762.33	$ 200.04
254086369	234564	Precure	PCT Endurance WHD	11R22.5	Available	$ 871.41	$ 228.66
254086375	233531	Precure	PCT G182A	11R22.5	Available	$ 829.77	$ 217.73
254086378	235115	Precure	PCT Unigrip	11R22.5	Available	$ 553.67	$ 145.28
254086384	235053	Precure	PCT Winter Trac 2	11R22.5	Available	$ 661.13	$ 173.48
254086389	235146	Precure	PCT Lug Logger 32	11R22.5	Available	$ 888.89	$ 233.25
254086394	236102	UniCircle	UCT Endurance LHD	11R22.5	Available	$ 1,007.74	$ 264.43
254086411	196221	Precure	PCT G622 LT	11R22.5	Available	$ 614.46	$ 161.23
254086416	183087	Precure	PCT G338	11R22.5	Available	$ 867.72	$ 227.69
254086418	169118	Precure	PCT G647	11R22.5	Available	$ 678.40	$ 178.01
254086426	190509	Precure	PCT G319SA	11R22.5	Available	$ 652.27	$ 171.16
254086429	195905	Precure	PCT G622 Siped	11R22.5	Available	$ 834.79	$ 219.05
254086431	199307	Precure	PCT G622 LT Siped	11R22.5	Available	$ 625.71	$ 164.19
254086456	237432	Precure	PCT Endurance WTD	11R22.5	Available	$ 876.77	$ 230.06

254086464	195352	Precure	PCT G182	11R22.5	Available	$ 845.99	$ 221.99
254086467	204207	UniCircle	UCT G182	11R22.5	Available	$ 879.57	$ 230.80
254086471	216365	UniCircle	UCT G622	11R22.5	Available	$ 800.95	$ 210.17
254086473	238728	UniCircle	UCT G622A	11R22.5	Available	$ 871.38	$ 228.65
254086477	214150	Precure	PCT G282 MSD	11R22.5	Available	$ 838.08	$ 219.91
254086482	50837	Precure	PCT G286 22	11R22.5	Available	$ 859.31	$ 225.48
254086494	240823	Precure	ARMOR MAX MSD	11R22.5	Available	$ 831.38	$ 218.15
254086528	86482	Precure	PCT G314	11R22.5	Available	$ 541.48	$ 142.08
254086530	136139	Precure	PCT G372	11R22.5	Available	$ 658.64	$ 172.83
254086561	232274	Precure	PCT Endurance WHA	11R22.5	Available	$ 883.61	$ 231.86
254086579	204718	Precure	PCT Ultima WHR-HM	11R22.5	Available	$ 754.49	$ 197.98
254086707	50873	Precure	PCT G159 HS	11R22.5	Available	$ 454.37	$ 119.23
254086708	50874	Precure	PCT G186 MSA	11R22.5	Available	$ 776.89	$ 203.86
254086719	100768	Mold Cure	MCT G314	11R22.5	Available	$ 430.54	$ 112.97
254086722	50881	Precure	PCT G186	11R22.5	Available	$ 778.92	$ 204.39
254086740	117955	UniCircle	UCT G314	11R22.5	Available	$ 567.88	$ 149.01
254086741	118478	UniCircle	UCT G362	11R22.5	Available	$ 772.65	$ 202.74
254086748	164380	Mold Cure	MCT G372	11R22.5	Available	$ 597.87	$ 156.88
254086759	158121	Mold Cure	MCT G177M 27	11R22.5	Available	$ 641.12	$ 168.23
254086925	189772	Precure	PCT DWT 14 UVC	11R22.5	Available	$ 437.13	$ 114.70
254086926	190352	Precure	PCT LCT 11 UVC	11R22.5	Available	$ 405.46	$ 106.39
254086948	129023	Precure	PCT Winter Trac	11R22.5	Available	$ 617.23	$ 161.96
254086586	242435	Unicircle	UC ENDURANCE RST 18/32	11R22.5	Available	$ 762.33	$ 200.04
254090587	242554	Precure	PCT RDA	11R24.5	Available	$ 683.42	$ 179.33
254090009	175446	Precure	PCT G362	11R24.5	Available	$ 805.79	$ 211.44
254090027	51027	Precure	PCT G159	11R24.5	Available	$ 512.16	$ 134.39
254090032	51028	Mold Cure	MCT G159 HS	11R24.5	Available	$ 451.40	$ 118.45
254090049	217129	Precure	PCT G661	11R24.5	Available	$ 757.57	$ 198.79
254090050	216586	UniCircle	UCT G661	11R24.5	Available	$ 725.85	$ 190.46
254090072	51035	Precure	PCT G177M 27	11R24.5	Available	$ 707.02	$ 185.52
254090080	199330	Precure	PCT G182 Siped	11R24.5	Available	$ 970.46	$ 254.65
254090085	221866	UniCircle	UCT G619 RST	11R24.5	Available	$ 771.11	$ 202.34
254090129	214339	Precure	PCT G287 MSA	11R24.5	Available	$ 1,006.54	$ 264.12
254090134	51045	Precure	PCT G159 Siped	11R24.5	Available	$ 520.46	$ 136.57
254090144	214974	UniCircle	UCT G282 MSD	11R24.5	Available	$ 968.51	$ 254.14
254090175	217554	Precure	PCT G316 AT	11R24.5	Available	$ 583.30	$ 153.06
254090184	224070	Precure	PCT G292 WHD	11R24.5	Available	$ 863.46	$ 226.57
254090188	224355	Precure	PCT G572	11R24.5	Available	$ 997.55	$ 261.76
254090189	225655	UniCircle	UCT G572	11R24.5	Available	$ 1,026.72	$ 269.41
254090198	224435	Precure	PCT G619 RST	11R24.5	Available	$ 727.31	$ 190.85
254090199	224519	Precure	PCT All Position 18	11R24.5	Available	$ 553.70	$ 145.29
254090305	226326	Precure	PCT G558	11R24.5	Available	$ 846.87	$ 222.22
254090318	226566	Precure	PCT G741 MSD	11R24.5	Available	$ 869.23	$ 228.09
254090327	230483	Mold Cure	MCT G316 AT Fuel Max	11R24.5	Available	$ 550.11	$ 144.35
254090346	229289	UniCircle	UCT G186 MSA	11R24.5	Available	$ 812.67	$ 213.24
254090351	229196	Precure	PCT G686	11R24.5	Available	$ 613.21	$ 160.91
254090352	229279	Precure	PCT G505D FuelMx LHD	11R24.5	Available	$ 820.52	$ 215.30
254090358	229023	Precure	PCT G682 RSD	11R24.5	Available	$ 813.62	$ 213.49
254090362	226399	Precure	PCT G677	11R24.5	Available	$ 860.93	$ 225.91
254090369	234563	Precure	PCT Endurance WHD	11R24.5	Available	$ 906.64	$ 237.90
254090375	233532	Precure	PCT G182A	11R24.5	Available	$ 862.48	$ 226.32
254090378	235110	Precure	PCT Unigrip	11R24.5	Available	$ 564.63	$ 148.16
254090384	235042	Precure	PCT Winter Trac 2	11R24.5	Available	$ 700.35	$ 183.77
254090389	235148	Precure	PCT Lug Logger 32	11R24.5	Available	$ 920.01	$ 241.41
254090394	236103	UniCircle	UCT Endurance LHD	11R24.5	Available	$ 1,038.58	$ 272.52
254090410	182965	Precure	PCT G622	11R24.5	Available	$ 744.79	$ 195.43
254090411	209286	Precure	PCT G622 LT	11R24.5	Available	$ 636.33	$ 166.97
254090416	183090	Precure	PCT G338	11R24.5	Available	$ 875.97	$ 229.85
254090418	169133	Precure	PCT G647	11R24.5	Available	$ 703.30	$ 184.55
254090426	190519	Precure	PCT G319SA	11R24.5	Available	$ 675.94	$ 177.37
254090440	215532	Precure	PCT G289 WHA	11R24.5	Available	$ 812.58	$ 213.22
254090456	237429	Precure	PCT Endurance WTD	11R24.5	Available	$ 946.45	$ 248.35
254090464	195418	Precure	PCT G182	11R24.5	Available	$ 858.51	$ 225.27
254090467	204205	UniCircle	UCT G182	11R24.5	Available	$ 888.21	$ 233.07
254090471	216366	UniCircle	UCT G622	11R24.5	Available	$ 818.76	$ 214.84
254090473	238729	UniCircle	UCT G622A	11R24.5	Available	$ 889.75	$ 233.47
254090477	214254	Precure	PCT G282 MSD	11R24.5	Available	$ 871.26	$ 228.62
254090482	51068	Precure	PCT G286 22	11R24.5	Available	$ 892.83	$ 234.28
254090494	240829	Precure	ARMOR MAX MSD	11R24.5	Available	$ 860.93	$ 225.91

254090528	86494	Precure	PCT G314	11R24.5	Available	$ 559.73	$ 146.87
254090530	165449	Precure	PCT G372	11R24.5	Available	$ 683.97	$ 179.47
254090561	232692	Precure	PCT Endurance WHA	11R24.5	Available	$ 918.91	$ 241.12
254090579	204720	Precure	PCT Ultima WHR-HM	11R24.5	Available	$ 783.22	$ 205.52
254090702	51100	Precure	PCT G167 22	11R24.5	Available	$ 597.52	$ 156.79
254090707	51103	Precure	PCT G159 HS	11R24.5	Available	$ 468.82	$ 123.02
254090708	51104	Precure	PCT G186 MSA	11R24.5	Available	$ 806.50	$ 211.63
254090719	89699	Mold Cure	MCT G314	11R24.5	Available	$ 446.30	$ 117.11
254090740	117978	UniCircle	UCT G314	11R24.5	Available	$ 590.35	$ 154.91
254090741	118498	UniCircle	UCT G362	11R24.5	Available	$ 793.82	$ 208.30
254090748	164383	Mold Cure	MCT G372	11R24.5	Available	$ 621.59	$ 163.11
254090925	189808	Precure	PCT DWT 14 UVC	11R24.5	Available	$ 455.21	$ 119.45
254090926	190380	Precure	PCT LCT 11 UVC	11R24.5	Available	$ 417.59	$ 109.57
254090948	129034	Precure	PCT Winter Trac	11R24.5	Available	$ 639.44	$ 167.79
254090586	242437	Unicircle	UC ENDURANCE RST 18/32	11R24.5	Available	$ 771.11	$ 202.34
254565072	102412	Precure	PCT G177M 27	12.00-20	Available	$ 747.99	$ 196.27
254099072	51290	Precure	PCT G177M 27	12.00R20	Available	$ 747.99	$ 196.27
254099073	134426	Precure	PCT G177M 32	12.00R20	Available	$ 916.23	$ 240.42
254099184	224084	Precure	PCT G292 WHD	12.00R20	Available	$ 868.10	$ 227.79
254099199	224489	Precure	PCT All Position 18	12.00R20	Available	$ 559.83	$ 146.90
254099369	234657	Precure	PCT Endurance WHD	12.00R20	Available	$ 966.18	$ 253.53
254099378	235108	Precure	PCT Unigrip	12.00R20	Available	$ 564.63	$ 148.16
254099384	234899	Precure	PCT Winter Trac 2	12.00R20	Available	$ 708.27	$ 185.85
254099389	235150	Precure	PCT Lug Logger 32	12.00R20	Available	$ 930.37	$ 244.13
254099440	215579	Precure	PCT G289 WHA	12.00R20	Available	$ 872.21	$ 228.87
254099456	237359	Precure	PCT Endurance WTD	12.00R20	Available	$ 958.20	$ 251.43
254099482	51298	Precure	PCT G286 22	12.00R20	Available	$ 932.34	$ 244.65
254099494	240792	Precure	ARMOR MAX MSD	12.00R20	Available	$ 902.53	$ 236.82
254099579	204722	Precure	PCT Ultima WHR-HM	12.00R20	Available	$ 858.55	$ 225.28
254099948	129040	Precure	PCT Winter Trac	12.00R20	Available	$ 680.69	$ 178.61
254309072	51464	Precure	PCT G177M 27	12.00R24	Available	$ 853.35	$ 223.92
254309073	134453	Precure	PCT G177M 32	12.00R24	Available	$ 990.46	$ 259.90
254309129	215433	Precure	PCT G287 MSA	12.00R24	Available	$ 1,103.27	$ 289.50
254309184	224085	Precure	PCT G292 WHD	12.00R24	Available	$ 997.01	$ 261.61
254309351	229192	Precure	PCT G686	12.00R24	Available	$ 731.46	$ 191.93
254309362	227831	Precure	PCT G677	12.00R24	Available	$ 1,033.05	$ 271.07
254309369	234655	Precure	PCT Endurance WHD	12.00R24	Available	$ 1,046.86	$ 274.70
254309378	235104	Precure	PCT Unigrip	12.00R24	Available	$ 570.11	$ 149.60
254309384	234897	Precure	PCT Winter Trac 2	12.00R24	Available	$ 758.49	$ 199.03
254309440	215580	Precure	PCT G289 WHA	12.00R24	Available	$ 944.41	$ 247.81
254309456	237357	Precure	PCT Endurance WTD	12.00R24	Available	$ 994.08	$ 260.85
254309482	51468	Precure	PCT G286 22	12.00R24	Available	$ 1,007.70	$ 264.42
254309494	240787	Precure	ARMOR MAX MSD	12.00R24	Available	$ 1,033.05	$ 271.07
254309530	165224	Precure	PCT G372	12.00R24	Available	$ 958.05	$ 251.39
254309702	112735	Precure	PCT G167 22	12.00R24	Available	$ 715.39	$ 187.72
254564073	134436	Precure	PCT G177M 32	12.5-22.5	Available	$ 893.17	$ 234.37
254564318	228409	Precure	PCT G741 MSD	12.5-22.5	Available	$ 878.55	$ 230.53
254564702	53309	Precure	PCT G167 22	12.5-22.5	Available	$ 633.06	$ 166.12
254092410	182944	Precure	PCT G622	12.5R22.5	Available	$ 788.63	$ 206.94
254092429	195909	Precure	PCT G622 Siped	12.5R22.5	Available	$ 918.79	$ 241.09
254092464	201323	Precure	PCT G182	12.5R22.5	Available	$ 914.79	$ 240.04
254092702	135355	Precure	PCT G167 22	12.5R22.5	Available	$ 624.16	$ 163.78
254088027	50982	Precure	PCT G159	12.75R22.5	Available	$ 533.33	$ 139.95
254088188	224335	Precure	PCT G572	12.75R22.5	Available	$ 1,005.03	$ 263.72
254088464	195356	Precure	PCT G182	12.75R22.5	Available	$ 915.01	$ 240.10
254088482	50989	Precure	PCT G286 22	12.75R22.5	Available	$ 909.16	$ 238.56
254088702	50994	Precure	PCT G167 22	12.75R22.5	Available	$ 636.83	$ 167.10
254560072	114880	Precure	PCT G177M 27	12-16.5	Available	$ 568.00	$ 149.04
254560073	157560	Precure	PCT G177M 32	12-16.5	Available	$ 716.37	$ 187.97
254559410	182943	Precure	PCT G622	12-22.5	Available	$ 778.88	$ 204.38
254559464	195353	Precure	PCT G182	12-22.5	Available	$ 903.10	$ 236.97
254075378	235046	Precure	PCT Unigrip	12R16.5LT	Available	$ 438.54	$ 115.07
254075389	235154	Precure	PCT Lug Logger 32	12R16.5LT	Available	$ 748.86	$ 196.50
254075410	182891	Precure	PCT G622	12R16.5LT	Available	$ 634.11	$ 166.39
254075411	183024	Precure	PCT G622 LT	12R16.5LT	Available	$ 516.12	$ 135.43
254075418	169093	Precure	PCT G647	12R16.5LT	Available	$ 566.34	$ 148.61
254087072	50910	Precure	PCT G177M 27	12R22.5	Available	$ 730.16	$ 191.59
254087009	175438	Precure	PCT G362	12R22.5	Available	$ 823.62	$ 216.12
254087027	50905	Precure	PCT G159	12R22.5	Available	$ 533.34	$ 139.95

254087049	217550	Precure	PCT G661	12R22.5	Available	$ 783.22	$ 205.52
254087073	134433	Precure	PCT G177M 32	12R22.5	Available	$ 893.37	$ 234.42
254087080	199329	Precure	PCT G182 Siped	12R22.5	Available	$ 1,004.75	$ 263.65
254087129	214338	Precure	PCT G287 MSA	12R22.5	Available	$ 993.66	$ 260.74
254087184	224069	Precure	PCT G292 WHD	12R22.5	Available	$ 896.23	$ 235.17
254087188	224332	Precure	PCT G572	12R22.5	Available	$ 1,005.32	$ 263.80
254087198	224426	Precure	PCT G619 RST	12R22.5	Available	$ 764.09	$ 200.50
254087199	224495	Precure	PCT All Position 18	12R22.5	Available	$ 547.59	$ 143.69
254087305	226327	Precure	PCT G558	12R22.5	Available	$ 899.66	$ 236.07
254087318	228407	Precure	PCT G741 MSD	12R22.5	Available	$ 937.38	$ 245.97
254087351	229194	Precure	PCT G686	12R22.5	Available	$ 632.33	$ 165.92
254087362	227818	Precure	PCT G677	12R22.5	Available	$ 880.21	$ 230.97
254087369	234568	Precure	PCT Endurance WHD	12R22.5	Available	$ 941.05	$ 246.93
254087375	233536	Precure	PCT G182A	12R22.5	Available	$ 901.75	$ 236.62
254087378	235112	Precure	PCT Unigrip	12R22.5	Available	$ 570.11	$ 149.60
254087384	234900	Precure	PCT Winter Trac 2	12R22.5	Available	$ 692.44	$ 181.70
254087389	235147	Precure	PCT Lug Logger 32	12R22.5	Available	$ 909.63	$ 238.69
254087410	182942	Precure	PCT G622	12R22.5	Available	$ 788.87	$ 207.00
254087416	186761	Precure	PCT G338	12R22.5	Available	$ 971.90	$ 255.03
254087418	169119	Precure	PCT G647	12R22.5	Available	$ 695.00	$ 182.37
254087426	190510	Precure	PCT G319SA	12R22.5	Available	$ 698.47	$ 183.28
254087440	215531	Precure	PCT G289 WHA	12R22.5	Available	$ 849.72	$ 222.97
254087456	237360	Precure	PCT Endurance WTD	12R22.5	Available	$ 934.70	$ 245.26
254087464	195354	Precure	PCT G182	12R22.5	Available	$ 897.59	$ 235.53
254087471	216367	UniCircle	UCT G622	12R22.5	Available	$ 894.38	$ 234.68
254087477	214251	Precure	PCT G282 MSD	12R22.5	Available	$ 903.60	$ 237.11
254087482	50925	Precure	PCT G286 22	12R22.5	Available	$ 909.16	$ 238.56
254087494	240831	Precure	ARMOR MAX MSD	12R22.5	Available	$ 880.21	$ 230.97
254087528	86499	Precure	PCT G314	12R22.5	Available	$ 574.11	$ 150.65
254087530	165436	Precure	PCT G372	12R22.5	Available	$ 865.23	$ 227.04
254087561	232695	Precure	PCT Endurance WHA	12R22.5	Available	$ 960.88	$ 252.13
254087579	204845	Precure	PCT Ultima WHR-HM	12R22.5	Available	$ 773.64	$ 203.00
254087587	242559	Precure	PCT RDA	12R22.5	Available	$ 675.62	$ 177.28
254087702	50956	Precure	PCT G167 22	12R22.5	Available	$ 636.83	$ 167.10
254087707	50959	Precure	PCT G159 HS	12R22.5	Available	$ 480.30	$ 126.03
254087708	50960	Precure	PCT G186 MSA	12R22.5	Available	$ 824.99	$ 216.48
254087925	189774	Precure	PCT DWT 14 UVC	12R22.5	Available	$ 450.61	$ 118.24
254087926	190354	Precure	PCT LCT 11 UVC	12R22.5	Available	$ 426.40	$ 111.89
254087948	129041	Precure	PCT Winter Trac	12R22.5	Available	$ 664.87	$ 174.46
254091009	175447	Precure	PCT G362	12R24.5	Available	$ 859.83	$ 225.62
254091072	51137	Precure	PCT G177M 27	12R24.5	Available	$ 761.50	$ 199.82
254091080	201380	Precure	PCT G182 Siped	12R24.5	Available	$ 1,050.70	$ 275.70
254091129	214395	Precure	PCT G287 MSA	12R24.5	Available	$ 1,039.03	$ 272.64
254091184	224082	Precure	PCT G292 WHD	12R24.5	Available	$ 937.98	$ 246.13
254091199	224520	Precure	PCT All Position 18	12R24.5	Available	$ 569.08	$ 149.33
254091318	228430	Precure	PCT G741 MSD	12R24.5	Available	$ 980.51	$ 257.29
254091351	229219	Precure	PCT G686	12R24.5	Available	$ 692.13	$ 181.62
254091362	227834	Precure	PCT G677	12R24.5	Available	$ 919.48	$ 241.27
254091369	234656	Precure	PCT Endurance WHD	12R24.5	Available	$ 984.87	$ 258.43
254091375	233537	Precure	PCT G182A	12R24.5	Available	$ 943.11	$ 247.47
254091378	235106	Precure	PCT Unigrip	12R24.5	Available	$ 570.11	$ 149.60
254091410	182967	Precure	PCT G622	12R24.5	Available	$ 824.00	$ 216.22
254091416	201920	Precure	PCT G338	12R24.5	Available	$ 1,016.11	$ 266.63
254091440	215540	Precure	PCT G289 WHA	12R24.5	Available	$ 888.94	$ 233.26
254091464	201330	Precure	PCT G182	12R24.5	Available	$ 956.99	$ 251.11
254091477	218703	Precure	PCT G282 MSD	12R24.5	Available	$ 944.90	$ 247.94
254091482	51149	Precure	PCT G286 22	12R24.5	Available	$ 949.95	$ 249.27
254091494	240783	Precure	ARMOR MAX MSD	12R24.5	Available	$ 919.48	$ 241.27
254091561	232289	Precure	PCT Endurance WHA	12R24.5	Available	$ 1,005.26	$ 263.78
254091587	242565	Precure	PCT RDA	12R24.5	Available	$ 703.05	$ 184.48
254091702	51167	Precure	PCT G167 22	12R24.5	Available	$ 663.13	$ 174.01
254091708	51171	Precure	PCT G186 MSA	12R24.5	Available	$ 861.04	$ 225.94
254091948	130536	Precure	PCT Winter Trac	12R24.5	Available	$ 692.70	$ 181.77
254049384	235013	Precure	PCT Winter Trac 2	13/80R20	Available	$ 677.09	$ 177.67
254049528	135539	Precure	PCT G314	13/80R20	Available	$ 534.53	$ 140.26
254051351	229185	Precure	PCT G686	14/80R20	Available	$ 696.04	$ 182.64
254346410	182875	Precure	PCT G622	215/75R16	Available	$ 512.33	$ 134.44
254346411	183008	Precure	PCT G622 LT	215/75R16	Available	$ 432.09	$ 113.38
254346418	169063	Precure	PCT G647	215/75R16	Available	$ 471.34	$ 123.68

254311027	51501	Precure	PCT G159	215/75R17.5	Available	$ 368.94	$ 96.81
254311378	235102	Precure	PCT Unigrip	215/75R17.5	Available	$ 487.88	$ 128.02
254311410	182905	Precure	PCT G622	215/75R17.5	Available	$ 502.61	$ 131.88
254311411	183035	Precure	PCT G622 LT	215/75R17.5	Available	$ 444.01	$ 116.51
254311418	169099	Precure	PCT G647	215/75R17.5	Available	$ 484.93	$ 127.25
254311429	195860	Precure	PCT G622 Siped	215/75R17.5	Available	$ 583.82	$ 153.19
254311431	199281	Precure	PCT G622 LT Siped	215/75R17.5	Available	$ 451.07	$ 118.36
254311528	135306	Precure	PCT G314	215/75R17.5	Available	$ 426.13	$ 111.82
254311707	121916	Precure	PCT G159 HS	215/75R17.5	Available	$ 326.91	$ 85.78
254311926	190317	Precure	PCT LCT 11 UVC	215/75R17.5	Available	$ 313.54	$ 82.27
254347418	169058	Precure	PCT G647	215/80R16	Available	$ 457.50	$ 120.05
254339027	120179	Precure	PCT G159	215/85R16	Available	$ 350.79	$ 92.05
254339378	235103	Precure	PCT Unigrip	215/85R16	Available	$ 465.95	$ 122.26
254339410	182874	Precure	PCT G622	215/85R16	Available	$ 495.99	$ 130.15
254339411	183007	Precure	PCT G622 LT	215/85R16	Available	$ 419.98	$ 110.20
254339418	169060	Precure	PCT G647	215/85R16	Available	$ 457.47	$ 120.04
254339428	192512	Precure	PCT G647	215/85R16	Available	$ 457.36	$ 120.01
254339431	199247	Precure	PCT G622 LT Siped	215/85R16	Available	$ 426.44	$ 111.90
254339442	237366	UniCircle	UCT ENDURANCE RSA 16/32	215/85R16	Available	$ 516.09	$ 135.42
254339528	215390	Precure	PCT G314	215/85R16	Available	$ 414.82	$ 108.85
254337009	180684	Precure	PCT G362	225/70R19.5	Available	$ 613.68	$ 161.03
254337027	51661	Precure	PCT G159	225/70R19.5	Available	$ 389.77	$ 102.28
254337046	204316	UniCircle	UCT G647	225/70R19.5	Available	$ 497.69	$ 130.59
254337047	214323	Precure	PCT G647	225/70R19.5	Available	$ 497.69	$ 130.59
254337072	192201	Precure	PCT G177M 27	225/70R19.5	Available	$ 526.43	$ 138.14
254337134	51664	Precure	PCT G159 Siped	225/70R19.5	Available	$ 398.89	$ 104.67
254337188	224308	Precure	PCT G572	225/70R19.5	Available	$ 742.02	$ 194.70
254337378	235113	Precure	PCT Unigrip	225/70R19.5	Available	$ 504.33	$ 132.34
254337384	235020	Precure	PCT Winter Trac 2	225/70R19.5	Available	$ 539.16	$ 141.47
254337410	182909	Precure	PCT G622	225/70R19.5	Available	$ 536.60	$ 140.80
254337411	183040	Precure	PCT G622 LT	225/70R19.5	Available	$ 470.46	$ 123.45
254337418	169102	Precure	PCT G647	225/70R19.5	Available	$ 516.44	$ 135.52
254337428	192514	Precure	PCT G647	225/70R19.5	Available	$ 516.44	$ 135.52
254337429	195874	Precure	PCT G622 Siped	225/70R19.5	Available	$ 592.93	$ 155.59
254337431	199286	Precure	PCT G622 LT Siped	225/70R19.5	Available	$ 478.18	$ 125.47
254337458	237462	UniCircle	UCT G647A	225/70R19.5	Available	$ 561.55	$ 147.35
254337468	235312	Precure	PCT G392 SSD	225/70R19.5	Available	$ 1,606.19	$ 421.46
254337471	216362	UniCircle	UCT G622	225/70R19.5	Available	$ 484.00	$ 127.00
254337473	238801	UniCircle	UCT G622A	225/70R19.5	Available	$ 544.53	$ 142.88
254337478	239242	UniCircle	UCT G647A	225/70R19.5	Available	$ 561.55	$ 147.35
254337528	206122	Precure	PCT G314	225/70R19.5	Available	$ 431.89	$ 113.33
254337530	165209	Precure	PCT G372	225/70R19.5	Available	$ 634.01	$ 166.37
254337587	242558	Precure	PCT RDA	225/70R19.5	Available	$ 512.65	$ 134.52
254337702	95544	Precure	PCT G167 22	225/70R19.5	Available	$ 444.38	$ 116.61
254337707	195281	Precure	PCT G159 HS	225/70R19.5	Available	$ 360.49	$ 94.59
254337926	190321	Precure	PCT LCT 11 UVC	225/70R19.5	Available	$ 326.35	$ 85.63
254337948	172532	Precure	PCT Winter Trac	225/70R19.5	Available	$ 461.97	$ 121.22
254368378	235114	Precure	PCT Unigrip	225/70R22.5	Available	$ 504.33	$ 132.34
254368384	235021	Precure	PCT Winter Trac 2	225/70R22.5	Available	$ 574.75	$ 150.82
254368410	182949	Precure	PCT G622	225/70R22.5	Available	$ 576.90	$ 151.38
254368411	183056	Precure	PCT G622 LT	225/70R22.5	Available	$ 502.48	$ 131.85
254368416	190464	Precure	PCT G338	225/70R22.5	Available	$ 703.48	$ 184.59
254368456	237426	Precure	PCT Endurance WTD	225/70R22.5	Available	$ 775.82	$ 203.57
254368702	181599	Precure	PCT G167 22	225/70R22.5	Available	$ 474.18	$ 124.42
254348411	182991	Precure	PCT G622 LT	225/75R15	Available	$ 427.21	$ 112.10
254350027	79252	Precure	PCT G159	225/75R16	Available	$ 367.77	$ 96.50
254350134	72270	Precure	PCT G159 Siped	225/75R16	Available	$ 376.04	$ 98.67
254350378	235045	Precure	PCT Unigrip	225/75R16	Available	$ 465.95	$ 122.26
254350410	182876	Precure	PCT G622	225/75R16	Available	$ 500.02	$ 131.21
254350411	183009	Precure	PCT G622 LT	225/75R16	Available	$ 441.44	$ 115.83
254350418	169069	Precure	PCT G647	225/75R16	Available	$ 483.19	$ 126.79
254350428	192517	Precure	PCT G647	225/75R16	Available	$ 483.32	$ 126.82
254350431	199248	Precure	PCT G622 LT Siped	225/75R16	Available	$ 448.43	$ 117.67
254350442	236873	UniCircle	UCT ENDURANCE RSA 16/32	225/75R16	Available	$ 516.09	$ 135.42
254349411	183011	Precure	PCT G622 LT	235/75R16	Available	$ 481.84	$ 126.43
254369027	157559	Precure	PCT G159	235/75R17.5	Available	$ 384.79	$ 100.97
254369199	234928	Precure	PCT All Position 18	235/75R17.5	Available	$ 371.93	$ 97.60
254369410	222862	Precure	PCT G622	235/75R17.5	Available	$ 528.36	$ 138.64
254369411	183036	Precure	PCT G622 LT	235/75R17.5	Available	$ 463.93	$ 121.74

254369418	169100	Precure	PCT G647	235/75R17.5	Available	$ 508.95	$ 133.55
254369426	225289	Precure	PCT G319SA	235/75R17.5	Available	$ 495.16	$ 129.93
254369528	190117	Precure	PCT G314	235/75R17.5	Available	$ 426.13	$ 111.82
254369707	153104	Precure	PCT G159 HS	235/75R17.5	Available	$ 356.15	$ 93.45
254340027	51670	Precure	PCT G159	235/80R22.5	Available	$ 447.10	$ 117.32
254340378	235132	Precure	PCT Unigrip	235/80R22.5	Available	$ 504.33	$ 132.34
254340384	235018	Precure	PCT Winter Trac 2	235/80R22.5	Available	$ 592.77	$ 155.54
254340410	182950	Precure	PCT G622	235/80R22.5	Available	$ 627.44	$ 164.64
254340411	183057	Precure	PCT G622 LT	235/80R22.5	Available	$ 543.70	$ 142.67
254340418	169121	Precure	PCT G647	235/80R22.5	Available	$ 598.01	$ 156.92
254340948	169456	Precure	PCT Winter Trac	235/80R22.5	Available	$ 537.71	$ 141.10
254202027	51385	Precure	PCT G159	235/85R16	Available	$ 399.95	$ 104.95
254202072	139069	Precure	PCT G177M 27	235/85R16	Available	$ 524.81	$ 137.71
254202175	217559	Precure	PCT G316 AT	235/85R16	Available	$ 447.75	$ 117.49
254202378	235050	Precure	PCT Unigrip	235/85R16	Available	$ 476.91	$ 125.14
254202410	182877	Precure	PCT G622	235/85R16	Available	$ 549.78	$ 144.26
254202411	183010	Precure	PCT G622 LT	235/85R16	Available	$ 481.84	$ 126.43
254202418	169071	Precure	PCT G647	235/85R16	Available	$ 527.67	$ 138.46
254202428	192513	Precure	PCT G647	235/85R16	Available	$ 527.67	$ 138.46
254202528	200884	Precure	PCT G314	235/85R16	Available	$ 435.68	$ 114.32
254202707	195331	Precure	PCT G159 HS	235/85R16	Available	$ 357.52	$ 93.81
254202925	189729	Precure	PCT DWT 14 UVC	235/85R16	Available	$ 354.60	$ 93.05
254715198	228526	Precure	PCT G619 RST	245/70R17.5	Available	$ 506.24	$ 132.84
254715411	204089	Precure	PCT G622 LT	245/70R17.5	Available	$ 481.15	$ 126.25
254715418	204088	Precure	PCT G647	245/70R17.5	Available	$ 526.72	$ 138.21
254715528	214293	Precure	PCT G314	245/70R17.5	Available	$ 434.96	$ 114.13
254715707	204319	Precure	PCT G159 HS	245/70R17.5	Available	$ 356.98	$ 93.67
254310009	180685	Precure	PCT G362	245/70R19.5	Available	$ 653.24	$ 171.41
254310027	51488	Precure	PCT G159	245/70R19.5	Available	$ 427.34	$ 112.13
254310046	204317	UniCircle	UCT G647	245/70R19.5	Available	$ 573.80	$ 150.57
254310049	234272	Precure	PCT G661	245/70R19.5	Available	$ 569.89	$ 149.54
254310199	224477	Precure	PCT All Position 18	245/70R19.5	Available	$ 459.14	$ 120.48
254310358	229563	Precure	PCT G682 RSD	245/70R19.5	Available	$ 706.74	$ 185.45
254310378	235129	Precure	PCT Unigrip	245/70R19.5	Available	$ 515.30	$ 135.22
254310384	235062	Precure	PCT Winter Trac 2	245/70R19.5	Available	$ 567.54	$ 148.92
254310410	182910	Precure	PCT G622	245/70R19.5	Available	$ 602.74	$ 158.16
254310411	183041	Precure	PCT G622 LT	245/70R19.5	Available	$ 523.40	$ 137.34
254310418	169103	Precure	PCT G647	245/70R19.5	Available	$ 574.64	$ 150.79
254310426	195522	Precure	PCT G319SA	245/70R19.5	Available	$ 553.86	$ 145.33
254310428	192515	Precure	PCT G647	245/70R19.5	Available	$ 574.64	$ 150.79
254310429	195875	Precure	PCT G622 Siped	245/70R19.5	Available	$ 700.02	$ 183.69
254310431	199287	Precure	PCT G622 LT Siped	245/70R19.5	Available	$ 532.41	$ 139.70
254310458	237463	UniCircle	UCT G647A	245/70R19.5	Available	$ 629.29	$ 165.13
254310464	195343	Precure	PCT G182	245/70R19.5	Available	$ 702.50	$ 184.34
254310471	216363	UniCircle	UCT G622	245/70R19.5	Available	$ 564.90	$ 148.23
254310473	238730	UniCircle	UCT G622A	245/70R19.5	Available	$ 627.94	$ 164.77
254310478	239243	UniCircle	UCT G647A	245/70R19.5	Available	$ 629.29	$ 165.13
254310528	166054	Precure	PCT G314	245/70R19.5	Available	$ 464.76	$ 121.95
254310530	165433	Precure	PCT G372	245/70R19.5	Available	$ 676.99	$ 177.64
254310579	204726	Precure	PCT Ultima WHR-HM	245/70R19.5	Available	$ 634.76	$ 166.56
254310587	242561	Precure	PCT RDA	245/70R19.5	Available	$ 562.66	$ 147.64
254310702	89700	Precure	PCT G167 22	245/70R19.5	Available	$ 492.66	$ 129.27
254310707	216175	Precure	PCT G159 HS	245/70R19.5	Available	$ 394.28	$ 103.46
254310948	160555	Precure	PCT Winter Trac	245/70R19.5	Available	$ 524.73	$ 137.69
254290027	165862	Precure	PCT G159	245/70R22.5	Available	$ 447.10	$ 117.32
254290410	212733	Precure	PCT G622	245/70R22.5	Available	$ 627.63	$ 164.69
254705009	180661	Precure	PCT G362	245/75R16	Available	$ 590.12	$ 154.85
254705027	53595	Precure	PCT G159	245/75R16	Available	$ 394.73	$ 103.58
254705080	201336	Precure	PCT G182 Siped	245/75R16	Available	$ 696.32	$ 182.71
254705134	53599	Precure	PCT G159 Siped	245/75R16	Available	$ 400.17	$ 105.00
254705378	235130	Precure	PCT Unigrip	245/75R16	Available	$ 482.40	$ 126.58
254705410	182879	Precure	PCT G622	245/75R16	Available	$ 541.17	$ 142.00
254705411	183012	Precure	PCT G622 LT	245/75R16	Available	$ 474.97	$ 124.63
254705418	169075	Precure	PCT G647	245/75R16	Available	$ 519.67	$ 136.36
254705428	192518	Precure	PCT G647	245/75R16	Available	$ 519.67	$ 136.36
254705431	199251	Precure	PCT G622 LT Siped	245/75R16	Available	$ 482.81	$ 126.69
254705442	236861	UniCircle	UCT ENDURANCE RSA 16/32	245/75R16	Available	$ 561.43	$ 147.32
254190410	195594	Precure	PCT G622	245/75R19.5	Available	$ 579.98	$ 152.19
254628027	53481	Precure	PCT G159	245/75R22.5	Available	$ 447.10	$ 117.32

254628351	229216	Precure	PCT G686	245/75R22.5	Available	$ 546.69	$ 143.45
254628378	235133	Precure	PCT Unigrip	245/75R22.5	Available	$ 509.82	$ 133.78
254628410	182951	Precure	PCT G622	245/75R22.5	Available	$ 627.44	$ 164.64
254628411	183058	Precure	PCT G622 LT	245/75R22.5	Available	$ 543.69	$ 142.66
254628418	169122	Precure	PCT G647	245/75R22.5	Available	$ 598.01	$ 156.92
254628702	53512	Precure	PCT G167 22	245/75R22.5	Available	$ 523.56	$ 137.38
254886027	53899	Precure	PCT G159	255/70R22.5	Available	$ 441.86	$ 115.94
254886199	224504	Precure	PCT All Position 18	255/70R22.5	Available	$ 467.28	$ 122.61
254886049	217138	Precure	PCT G661	255/70R22.5	Available	$ 661.77	$ 173.65
254886702	53919	Precure	PCT G167 22	255/70R22.5	Available	$ 516.98	$ 135.65
254886410	182953	Precure	PCT G622	255/70R22.5	Available	$ 618.81	$ 162.38
254886009	175441	Precure	PCT G362	255/70R22.5	Available	$ 674.25	$ 176.92
254886072	99723	Precure	PCT G177M 27	255/70R22.5	Available	$ 587.79	$ 154.24
254886080	201365	Precure	PCT G182 Siped	255/70R22.5	Available	$ 801.00	$ 210.18
254886085	230849	UniCircle	UCT G619 RST	255/70R22.5	Available	$ 627.30	$ 164.60
254886129	215438	Precure	PCT G287 MSA	255/70R22.5	Available	$ 871.16	$ 228.59
254886134	53910	Precure	PCT G159 Siped	255/70R22.5	Available	$ 448.41	$ 117.66
254886175	217560	Precure	PCT G316 AT	255/70R22.5	Available	$ 499.20	$ 130.99
254886188	224339	Precure	PCT G572	255/70R22.5	Available	$ 821.42	$ 215.54
254886198	224427	Precure	PCT G619 RST	255/70R22.5	Available	$ 591.80	$ 155.29
254886305	226329	Precure	PCT G558	255/70R22.5	Available	$ 757.83	$ 198.85
254886362	226431	Precure	PCT G677	255/70R22.5	Available	$ 748.68	$ 196.45
254886378	235125	Precure	PCT Unigrip	255/70R22.5	Available	$ 520.77	$ 136.65
254886384	235061	Precure	PCT Winter Trac 2	255/70R22.5	Available	$ 585.48	$ 153.63
254886389	235152	Precure	PCT Lug Logger 32	255/70R22.5	Available	$ 811.07	$ 212.83
254886411	183060	Precure	PCT G622 LT	255/70R22.5	Available	$ 536.81	$ 140.86
254886416	190465	Precure	PCT G338	255/70R22.5	Available	$ 754.86	$ 198.08
254886418	169124	Precure	PCT G647	255/70R22.5	Available	$ 590.17	$ 154.86
254886426	190511	Precure	PCT G319SA	255/70R22.5	Available	$ 568.91	$ 149.28
254886429	195917	Precure	PCT G622 Siped	255/70R22.5	Available	$ 718.92	$ 188.65
254886440	217742	Precure	PCT G289 WHA	255/70R22.5	Available	$ 703.30	$ 184.55
254886456	237438	Precure	PCT Endurance WTD	255/70R22.5	Available	$ 792.59	$ 207.98
254886464	201320	Precure	PCT G182	255/70R22.5	Available	$ 697.74	$ 183.09
254886477	214145	Precure	PCT G282 MSD	255/70R22.5	Available	$ 755.13	$ 198.15
254886482	53914	Precure	PCT G286 22	255/70R22.5	Available	$ 735.38	$ 192.96
254886528	86474	Precure	PCT G314	255/70R22.5	Available	$ 482.71	$ 126.66
254886530	131342	Precure	PCT G372	255/70R22.5	Available	$ 569.72	$ 149.49
254886561	235605	Precure	PCT Endurance WHA	255/70R22.5	Available	$ 738.46	$ 193.77
254886587	242556	Precure	PCT RDA	255/70R22.5	Available	$ 571.59	$ 149.99
254886707	53924	Precure	PCT G159 HS	255/70R22.5	Available	$ 392.18	$ 102.91
254886708	53925	Precure	PCT G186 MSA	255/70R22.5	Available	$ 633.11	$ 166.13
254886925	189785	Precure	PCT DWT 14 UVC	255/70R22.5	Available	$ 388.86	$ 102.04
254886926	190365	Precure	PCT LCT 11 UVC	255/70R22.5	Available	$ 360.15	$ 94.50
254886948	129018	Precure	PCT Winter Trac	255/70R22.5	Available	$ 530.85	$ 139.30
254886586	242436	Unicircle	UC ENDURANCE RST 18/32	255/70R22.5	Available	$ 627.30	$ 164.60
254706134	120201	Precure	PCT G159 Siped	255/75R15	Available	$ 421.60	$ 110.63
254707411	183013	Precure	PCT G622 LT	255/75R16	Available	$ 502.61	$ 131.88
254708410	182881	Precure	PCT G622	255/80R16	Available	$ 575.68	$ 151.06
254708418	169077	Precure	PCT G647	255/80R16	Available	$ 550.98	$ 144.58
254708702	131535	Precure	PCT G167 22	255/80R16	Available	$ 484.00	$ 127.00
254305009	175440	Precure	PCT G362	255/80R22.5	Available	$ 697.61	$ 183.05
254305027	51447	Precure	PCT G159	255/80R22.5	Available	$ 454.98	$ 119.39
254305378	235131	Precure	PCT Unigrip	255/80R22.5	Available	$ 520.77	$ 136.65
254305410	182952	Precure	PCT G622	255/80R22.5	Available	$ 640.39	$ 168.04
254305411	183059	Precure	PCT G622 LT	255/80R22.5	Available	$ 553.99	$ 145.37
254305418	169123	Precure	PCT G647	255/80R22.5	Available	$ 609.74	$ 160.00
254305426	204846	Precure	PCT G319SA	255/80R22.5	Available	$ 587.54	$ 154.17
254305440	217917	Precure	PCT G289 WHA	255/80R22.5	Available	$ 729.33	$ 191.38
254305464	195359	Precure	PCT G182	255/80R22.5	Available	$ 737.02	$ 193.39
254305482	117333	Precure	PCT G286 22	255/80R22.5	Available	$ 761.50	$ 199.82
254305528	157430	Precure	PCT G314	255/80R22.5	Available	$ 510.73	$ 134.02
254305702	84783	Precure	PCT G167 22	255/80R22.5	Available	$ 533.45	$ 139.98
254305707	51461	Precure	PCT G159 HS	255/80R22.5	Available	$ 403.04	$ 105.76
254305708	117471	Precure	PCT G186 MSA	255/80R22.5	Available	$ 650.57	$ 170.71
254709378	235128	Precure	PCT Unigrip	255/85R16	Available	$ 482.40	$ 126.58
254724411	207038	Precure	PCT G622 LT	265/70R17	Available	$ 502.46	$ 131.84
254634009	180621	Precure	PCT G362	265/70R19.5	Available	$ 636.68	$ 167.06
254634027	108382	Precure	PCT G159	265/70R19.5	Available	$ 420.93	$ 110.45
254634049	224914	Precure	PCT G661	265/70R19.5	Available	$ 625.30	$ 164.08

254634080	201347	Precure	PCT G182 Siped	265/70R19.5	Available	$ 791.44	$ 207.67
254634175	226420	Precure	PCT G316 AT	265/70R19.5	Available	$ 473.40	$ 124.22
254634198	231127	Precure	PCT G619 RST	265/70R19.5	Available	$ 538.31	$ 141.25
254634410	182911	Precure	PCT G622	265/70R19.5	Available	$ 584.29	$ 153.32
254634411	183042	Precure	PCT G622 LT	265/70R19.5	Available	$ 509.31	$ 133.64
254634418	169104	Precure	PCT G647	265/70R19.5	Available	$ 558.83	$ 146.64
254634426	215562	Precure	PCT G319SA	265/70R19.5	Available	$ 561.43	$ 147.32
254634429	195876	Precure	PCT G622 Siped	265/70R19.5	Available	$ 678.31	$ 177.99
254634440	227239	Precure	PCT G289 WHA	265/70R19.5	Available	$ 661.65	$ 173.62
254634464	195344	Precure	PCT G182	265/70R19.5	Available	$ 670.13	$ 175.84
254634528	97086	Precure	PCT G314	265/70R19.5	Available	$ 470.91	$ 123.57
254634530	165434	Precure	PCT G372	265/70R19.5	Available	$ 658.21	$ 172.71
254634702	150669	Precure	PCT G167 22	265/70R19.5	Available	$ 499.44	$ 131.05
254634707	80927	Precure	PCT G159 HS	265/70R19.5	Available	$ 374.80	$ 98.35
254710464	201307	Precure	PCT G182	265/75R16	Available	$ 603.89	$ 158.46
254242027	51426	Precure	PCT G159	265/75R19.5	Available	$ 428.76	$ 112.51
254242188	224311	Precure	PCT G572	265/75R19.5	Available	$ 790.76	$ 207.49
254242378	235126	Precure	PCT Unigrip	265/75R19.5	Available	$ 515.30	$ 135.22
254242410	182912	Precure	PCT G622	265/75R19.5	Available	$ 597.25	$ 156.72
254687009	175442	Precure	PCT G362	265/75R22.5	Available	$ 706.95	$ 185.50
254687027	53536	Precure	PCT G159	265/75R22.5	Available	$ 460.20	$ 120.76
254687199	224506	Precure	PCT All Position 18	265/75R22.5	Available	$ 487.20	$ 127.84
254687378	235124	Precure	PCT Unigrip	265/75R22.5	Available	$ 526.26	$ 138.09
254687384	235060	Precure	PCT Winter Trac 2	265/75R22.5	Available	$ 610.36	$ 160.16
254687410	182954	Precure	PCT G622	265/75R22.5	Available	$ 648.99	$ 170.30
254687411	183061	Precure	PCT G622 LT	265/75R22.5	Available	$ 560.87	$ 147.17
254687416	187341	Precure	PCT G338	265/75R22.5	Available	$ 792.44	$ 207.94
254687418	169125	Precure	PCT G647	265/75R22.5	Available	$ 617.58	$ 162.05
254687456	237280	Precure	PCT Endurance WTD	265/75R22.5	Available	$ 831.78	$ 218.26
254687464	201321	Precure	PCT G182	265/75R22.5	Available	$ 747.32	$ 196.10
254687528	86480	Precure	PCT G314	265/75R22.5	Available	$ 503.38	$ 132.09
254687530	133879	Precure	PCT G372	265/75R22.5	Available	$ 731.43	$ 191.93
254687587	242564	Precure	PCT RDA	265/75R22.5	Available	$ 596.94	$ 156.64
254687702	53575	Precure	PCT G167 22	265/75R22.5	Available	$ 540.07	$ 141.71
254687707	53579	Precure	PCT G159 HS	265/75R22.5	Available	$ 407.38	$ 106.90
254687948	129020	Precure	PCT Winter Trac	265/75R22.5	Available	$ 554.79	$ 145.58
254878009	183531	Precure	PCT G362	275/70R22.5	Available	$ 746.52	$ 195.89
254878027	53873	Precure	PCT G159	275/70R22.5	Available	$ 489.23	$ 128.37
254878049	217703	Precure	PCT G661	275/70R22.5	Available	$ 710.61	$ 186.46
254878072	99724	Precure	PCT G177M 27	275/70R22.5	Available	$ 663.34	$ 174.06
254878080	201371	Precure	PCT G182 Siped	275/70R22.5	Available	$ 906.75	$ 237.93
254878129	221413	Precure	PCT G287 MSA	275/70R22.5	Available	$ 896.69	$ 235.29
254878175	217558	Precure	PCT G316 AT	275/70R22.5	Available	$ 555.81	$ 145.84
254878188	224342	Precure	PCT G572	275/70R22.5	Available	$ 905.62	$ 237.63
254878189	225610	UniCircle	UCT G572	275/70R22.5	Available	$ 976.69	$ 256.28
254878198	227572	Precure	PCT G619 RST	275/70R22.5	Available	$ 656.26	$ 172.20
254878199	224507	Precure	PCT All Position 18	275/70R22.5	Available	$ 501.87	$ 131.69
254878318	228417	Precure	PCT G741 MSD	275/70R22.5	Available	$ 845.54	$ 221.87
254878351	230944	Precure	PCT G686	275/70R22.5	Available	$ 549.20	$ 144.11
254878352	229268	Precure	PCT G505D FuelMx LHD	275/70R22.5	Available	$ 785.06	$ 206.00
254878362	227824	Precure	PCT G677	275/70R22.5	Available	$ 796.60	$ 209.03
254878378	235123	Precure	PCT Unigrip	275/70R22.5	Available	$ 537.22	$ 140.97
254878384	235059	Precure	PCT Winter Trac 2	275/70R22.5	Available	$ 619.73	$ 162.62
254878410	208837	Precure	PCT G622	275/70R22.5	Available	$ 666.89	$ 174.99
254878416	197766	Precure	PCT G338	275/70R22.5	Available	$ 835.87	$ 219.33
254878418	190446	Precure	PCT G647	275/70R22.5	Available	$ 632.58	$ 165.99
254878426	190788	Precure	PCT G319SA	275/70R22.5	Available	$ 629.39	$ 165.15
254878429	234384	Precure	PCT G622 Siped	275/70R22.5	Available	$ 782.21	$ 205.25
254878440	224911	Precure	PCT G289 WHA	275/70R22.5	Available	$ 723.90	$ 189.95
254878456	237279	Precure	PCT Endurance WTD	275/70R22.5	Available	$ 846.64	$ 222.16
254878464	201326	Precure	PCT G182	275/70R22.5	Available	$ 825.58	$ 216.63
254878477	214147	Precure	PCT G282 MSD	275/70R22.5	Available	$ 815.40	$ 213.96
254878494	240822	Precure	ARMOR MAX MSD	275/70R22.5	Available	$ 796.60	$ 209.03
254878528	100817	Precure	PCT G314	275/70R22.5	Available	$ 525.81	$ 137.97
254878530	131346	Precure	PCT G372	275/70R22.5	Available	$ 768.90	$ 201.76
254878561	232694	Precure	PCT Endurance WHA	275/70R22.5	Available	$ 857.60	$ 225.03
254878587	242560	Precure	PCT RDA	275/70R22.5	Available	$ 617.18	$ 161.95
254878702	99675	Precure	PCT G167 22	275/70R22.5	Available	$ 580.75	$ 152.39
254878707	99632	Precure	PCT G159 HS	275/70R22.5	Available	$ 442.31	$ 116.06

254878708	99649	Precure	PCT G186 MSA	275/70R22.5	Available	$ 747.73	$ 196.20
254878925	189796	Precure	PCT DWT 14 UVC	275/70R22.5	Available	$ 407.88	$ 107.03
254878926	190368	Precure	PCT LCT 11 UVC	275/70R22.5	Available	$ 394.67	$ 103.56
254878948	129019	Precure	PCT Winter Trac	275/70R22.5	Available	$ 576.55	$ 151.29
254330009	175443	Precure	PCT G362	275/80R22.5	Available	$ 782.50	$ 205.33
254330027	51523	Precure	PCT G159	275/80R22.5	Available	$ 509.80	$ 133.77
254330049	217139	Precure	PCT G661	275/80R22.5	Available	$ 744.79	$ 195.43
254330050	217937	UniCircle	UCT G661	275/80R22.5	Available	$ 715.73	$ 187.81
254330072	51527	Precure	PCT G177M 27	275/80R22.5	Available	$ 694.70	$ 182.29
254330080	201372	Precure	PCT G182 Siped	275/80R22.5	Available	$ 952.46	$ 249.92
254330085	221977	UniCircle	UCT G619 RST	275/80R22.5	Available	$ 760.78	$ 199.63
254330129	215440	Precure	PCT G287 MSA	275/80R22.5	Available	$ 942.34	$ 247.27
254330134	104027	Precure	PCT G159 Siped	275/80R22.5	Available	$ 518.59	$ 136.08
254330175	217556	Precure	PCT G316 AT	275/80R22.5	Available	$ 581.20	$ 152.51
254330178	222093	UniCircle	UCT G316 AT	275/80R22.5	Available	$ 633.24	$ 166.16
254330184	224087	Precure	PCT G292 WHD	275/80R22.5	Available	$ 849.04	$ 222.79
254330188	224343	Precure	PCT G572	275/80R22.5	Available	$ 951.28	$ 249.62
254330189	225458	UniCircle	UCT G572	275/80R22.5	Available	$ 970.69	$ 254.71
254330198	224429	Precure	PCT G619 RST	275/80R22.5	Available	$ 730.48	$ 191.68
254330199	224508	Precure	PCT All Position 18	275/80R22.5	Available	$ 523.32	$ 137.32
254330305	226321	Precure	PCT G558	275/80R22.5	Available	$ 829.67	$ 217.71
254330318	228418	Precure	PCT G741 MSD	275/80R22.5	Available	$ 888.62	$ 233.17
254330327	230485	Mold Cure	MCT G316 AT Fuel Max	275/80R22.5	Available	$ 541.65	$ 142.13
254330351	229200	Precure	PCT G686	275/80R22.5	Available	$ 602.88	$ 158.20
254330352	229269	Precure	PCT G505D FuelMx LHD	275/80R22.5	Available	$ 824.46	$ 216.34
254330358	229021	Precure	PCT G682 RSD	275/80R22.5	Available	$ 824.27	$ 216.29
254330362	227803	Precure	PCT G677	275/80R22.5	Available	$ 835.87	$ 219.33
254330369	234570	Precure	PCT Endurance WHD	275/80R22.5	Available	$ 891.48	$ 233.92
254330375	233534	Precure	PCT G182A	275/80R22.5	Available	$ 854.75	$ 224.29
254330378	235120	Precure	PCT Unigrip	275/80R22.5	Available	$ 548.19	$ 143.85
254330384	235057	Precure	PCT Winter Trac 2	275/80R22.5	Available	$ 661.74	$ 173.64
254330389	235141	Precure	PCT Lug Logger 32	275/80R22.5	Available	$ 868.36	$ 227.86
254330394	236448	UniCircle	UCT Endurance LHD	275/80R22.5	Available	$ 1,019.23	$ 267.45
254330410	182955	Precure	PCT G622	275/80R22.5	Available	$ 723.94	$ 189.96
254330416	183088	Precure	PCT G338	275/80R22.5	Available	$ 869.31	$ 228.11
254330418	169126	Precure	PCT G647	275/80R22.5	Available	$ 661.98	$ 173.70
254330426	190513	Precure	PCT G319SA	275/80R22.5	Available	$ 658.40	$ 172.76
254330440	217918	Precure	PCT G289 WHA	275/80R22.5	Available	$ 805.39	$ 211.33
254330456	237436	Precure	PCT Endurance WTD	275/80R22.5	Available	$ 918.11	$ 240.91
254330464	201327	Precure	PCT G182	275/80R22.5	Available	$ 850.79	$ 223.25
254330467	204401	UniCircle	UCT G182	275/80R22.5	Available	$ 875.15	$ 229.64
254330471	217530	UniCircle	UCT G622	275/80R22.5	Available	$ 825.86	$ 216.71
254330473	238725	UniCircle	UCT G622A	275/80R22.5	Available	$ 862.88	$ 226.42
254330477	214148	Precure	PCT G282 MSD	275/80R22.5	Available	$ 856.93	$ 224.86
254330482	51542	Precure	PCT G286 22	275/80R22.5	Available	$ 863.01	$ 226.45
254330494	240825	Precure	ARMOR MAX MSD	275/80R22.5	Available	$ 835.87	$ 219.33
254330528	86487	Precure	PCT G314	275/80R22.5	Available	$ 548.52	$ 143.93
254330530	136141	Precure	PCT G372	275/80R22.5	Available	$ 658.78	$ 172.86
254330561	232275	Precure	PCT Endurance WHA	275/80R22.5	Available	$ 910.74	$ 238.98
254330579	204727	Precure	PCT Ultima WHR-HM	275/80R22.5	Available	$ 735.51	$ 193.00
254330583	232983	UniCircle	UCT Fuel Max LHT	275/80R22.5	Available	$ 664.87	$ 174.46
254330587	242555	Precure	PCT RDA	275/80R22.5	Available	$ 647.10	$ 169.80
254330702	51560	Precure	PCT G167 22	275/80R22.5	Available	$ 607.07	$ 159.30
254330707	51563	Precure	PCT G159 HS	275/80R22.5	Available	$ 460.06	$ 120.72
254330708	51564	Precure	PCT G186 MSA	275/80R22.5	Available	$ 794.09	$ 208.37
254330719	99796	Mold Cure	MCT G314	275/80R22.5	Available	$ 433.04	$ 113.63
254330729	157419	Mold Cure	MCT G362	275/80R22.5	Available	$ 644.82	$ 169.20
254330740	117957	UniCircle	UCT G314	275/80R22.5	Available	$ 567.35	$ 148.87
254330741	118480	UniCircle	UCT G362	275/80R22.5	Available	$ 783.42	$ 205.57
254330748	164382	Mold Cure	MCT G372	275/80R22.5	Available	$ 619.43	$ 162.54
254330925	189797	Precure	PCT DWT 14 UVC	275/80R22.5	Available	$ 436.42	$ 114.52
254330926	190369	Precure	PCT LCT 11 UVC	275/80R22.5	Available	$ 409.56	$ 107.47
254330948	129024	Precure	PCT Winter Trac	275/80R22.5	Available	$ 602.59	$ 158.12
254878184	241039	Precure	PCT G292 WHD	275/80R22.5	Available	$ 746.44	$ 195.87
254330586	242432	Unicircle	UC ENDURANCE RST 18/32	275/80R22.5	Available	$ 760.78	$ 199.63
254331009	175448	Precure	PCT G362	275/80R24.5	Available	$ 797.93	$ 209.38
254331027	51577	Precure	PCT G159	275/80R24.5	Available	$ 518.62	$ 136.09
254331049	217140	Precure	PCT G661	275/80R24.5	Available	$ 759.08	$ 199.18
254331050	217936	UniCircle	UCT G661	275/80R24.5	Available	$ 712.01	$ 186.83

254331072	51581	Precure	PCT G177M 27	275/80R24.5	Available	$ 707.87	$ 185.75
254331080	201382	Precure	PCT G182 Siped	275/80R24.5	Available	$ 972.06	$ 255.07
254331085	221978	UniCircle	UCT G619 RST	275/80R24.5	Available	$ 770.35	$ 202.14
254331175	217557	Precure	PCT G316 AT	275/80R24.5	Available	$ 592.02	$ 155.35
254331178	222094	UniCircle	UCT G316 AT	275/80R24.5	Available	$ 661.50	$ 173.58
254331184	224088	Precure	PCT G292 WHD	275/80R24.5	Available	$ 866.59	$ 227.39
254331188	224360	Precure	PCT G572	275/80R24.5	Available	$ 967.94	$ 253.99
254331189	225656	UniCircle	UCT G572	275/80R24.5	Available	$ 977.71	$ 256.55
254331198	224437	Precure	PCT G619 RST	275/80R24.5	Available	$ 739.84	$ 194.13
254331199	224523	Precure	PCT All Position 18	275/80R24.5	Available	$ 532.38	$ 139.70
254331305	226324	Precure	PCT G558	275/80R24.5	Available	$ 871.04	$ 228.56
254331318	228433	Precure	PCT G741 MSD	275/80R24.5	Available	$ 906.76	$ 237.93
254331327	230486	Mold Cure	MCT G316 AT Fuel Max	275/80R24.5	Available	$ 551.14	$ 144.62
254331346	229290	UniCircle	UCT G186 MSA	275/80R24.5	Available	$ 807.93	$ 212.00
254331351	229198	Precure	PCT G686	275/80R24.5	Available	$ 613.83	$ 161.07
254331369	234660	Precure	PCT Endurance WHD	275/80R24.5	Available	$ 910.16	$ 238.83
254331378	235117	Precure	PCT Unigrip	275/80R24.5	Available	$ 564.63	$ 148.16
254331384	235055	Precure	PCT Winter Trac 2	275/80R24.5	Available	$ 673.37	$ 176.69
254331389	235143	Precure	PCT Lug Logger 32	275/80R24.5	Available	$ 883.71	$ 231.89
254331394	236551	UniCircle	UCT Endurance LHD	275/80R24.5	Available	$ 1,042.16	$ 273.46
254331410	182970	Precure	PCT G622	275/80R24.5	Available	$ 738.31	$ 193.73
254331416	183091	Precure	PCT G338	275/80R24.5	Available	$ 895.28	$ 234.92
254331418	169205	Precure	PCT G647	275/80R24.5	Available	$ 674.26	$ 176.93
254331426	190521	Precure	PCT G319SA	275/80R24.5	Available	$ 670.94	$ 176.06
254331456	237434	Precure	PCT Endurance WTD	275/80R24.5	Available	$ 936.48	$ 245.73
254331464	195420	Precure	PCT G182	275/80R24.5	Available	$ 868.36	$ 227.86
254331467	214821	UniCircle	UCT G182	275/80R24.5	Available	$ 897.29	$ 235.45
254331471	217529	UniCircle	UCT G622	275/80R24.5	Available	$ 836.32	$ 219.45
254331473	238802	UniCircle	UCT G622A	275/80R24.5	Available	$ 907.89	$ 238.23
254331477	214255	Precure	PCT G282 MSD	275/80R24.5	Available	$ 874.28	$ 229.41
254331494	240827	Precure	ARMOR MAX MSD	275/80R24.5	Available	$ 852.34	$ 223.66
254331528	99891	Precure	PCT G314	275/80R24.5	Available	$ 558.02	$ 146.42
254331530	165454	Precure	PCT G372	275/80R24.5	Available	$ 822.23	$ 215.75
254331702	51611	Precure	PCT G167 22	275/80R24.5	Available	$ 618.13	$ 162.20
254331707	51614	Precure	PCT G159 HS	275/80R24.5	Available	$ 467.63	$ 122.71
254331708	117519	Precure	PCT G186 MSA	275/80R24.5	Available	$ 819.84	$ 215.13
254331719	158180	Mold Cure	MCT G314	275/80R24.5	Available	$ 440.04	$ 115.47
254331740	117980	UniCircle	UCT G314	275/80R24.5	Available	$ 578.10	$ 151.69
254331741	118500	UniCircle	UCT G362	275/80R24.5	Available	$ 826.23	$ 216.80
254331925	189813	Precure	PCT DWT 14 UVC	275/80R24.5	Available	$ 439.09	$ 115.22
254331926	190385	Precure	PCT LCT 11 UVC	275/80R24.5	Available	$ 415.83	$ 109.11
254331948	129036	Precure	PCT Winter Trac	275/80R24.5	Available	$ 601.49	$ 157.83
254331586	242433	Unicircle	UC ENDURANCE RST 18/32	275/80R24.5	Available	$ 770.35	$ 202.14
254363027	220047	Precure	PCT G159	285/70R19.5	Available	$ 449.22	$ 117.88
254363049	223862	Precure	PCT G661	285/70R19.5	Available	$ 681.83	$ 178.91
254363175	224743	Precure	PCT G316 AT	285/70R19.5	Available	$ 506.28	$ 132.85
254363188	224364	Precure	PCT G572	285/70R19.5	Available	$ 841.98	$ 220.93
254363351	229215	Precure	PCT G686	285/70R19.5	Available	$ 554.59	$ 145.52
254363369	234658	Precure	PCT Endurance WHD	285/70R19.5	Available	$ 810.34	$ 212.63
254363410	182913	Precure	PCT G622	285/70R19.5	Available	$ 610.17	$ 160.11
254363426	201559	Precure	PCT G319SA	285/70R19.5	Available	$ 585.24	$ 153.57
254363440	217921	Precure	PCT G289 WHA	285/70R19.5	Available	$ 732.74	$ 192.27
254363528	127218	Precure	PCT G314	285/70R19.5	Available	$ 476.83	$ 125.12
254363702	192875	Precure	PCT G167 22	285/70R19.5	Available	$ 519.72	$ 136.38
254363707	182320	Precure	PCT G159 HS	285/70R19.5	Available	$ 427.11	$ 112.07
254816009	175449	Precure	PCT G362	285/75R24.5	Available	$ 798.12	$ 209.43
254816027	53660	Precure	PCT G159	285/75R24.5	Available	$ 518.72	$ 136.11
254816049	217128	Precure	PCT G661	285/75R24.5	Available	$ 759.28	$ 199.24
254816050	217935	UniCircle	UCT G661	285/75R24.5	Available	$ 712.02	$ 186.84
254816072	53669	Precure	PCT G177M 27	285/75R24.5	Available	$ 708.06	$ 185.80
254816080	199371	Precure	PCT G182 Siped	285/75R24.5	Available	$ 926.03	$ 242.99
254816085	221979	UniCircle	UCT G619 RST	285/75R24.5	Available	$ 770.37	$ 202.15
254816129	214340	Precure	PCT G287 MSA	285/75R24.5	Available	$ 961.68	$ 252.35
254816134	53680	Precure	PCT G159 Siped	285/75R24.5	Available	$ 527.64	$ 138.45
254816144	214973	UniCircle	UCT G282 MSD	285/75R24.5	Available	$ 962.44	$ 252.55
254816175	217555	Precure	PCT G316 AT	285/75R24.5	Available	$ 592.16	$ 155.38
254816178	221980	UniCircle	UCT G316 AT	285/75R24.5	Available	$ 661.51	$ 173.58
254816184	224081	Precure	PCT G292 WHD	285/75R24.5	Available	$ 866.81	$ 227.45
254816188	224361	Precure	PCT G572	285/75R24.5	Available	$ 967.94	$ 253.99

254816189	225611	UniCircle	UCT G572	285/75R24.5	Available	$ 977.71	$ 256.55
254816198	224438	Precure	PCT G619 RST	285/75R24.5	Available	$ 744.41	$ 195.33
254816199	224524	Precure	PCT All Position 18	285/75R24.5	Available	$ 532.49	$ 139.72
254816305	226325	Precure	PCT G558	285/75R24.5	Available	$ 871.26	$ 228.62
254816318	228434	Precure	PCT G741 MSD	285/75R24.5	Available	$ 907.02	$ 238.00
254816327	230484	Mold Cure	MCT G316 AT Fuel Max	285/75R24.5	Available	$ 551.25	$ 144.65
254816346	229291	UniCircle	UCT G186 MSA	285/75R24.5	Available	$ 807.93	$ 212.00
254816351	229218	Precure	PCT G686	285/75R24.5	Available	$ 613.97	$ 161.11
254816352	229284	Precure	PCT G505D FuelMx LHD	285/75R24.5	Available	$ 864.14	$ 226.75
254816362	227804	Precure	PCT G677	285/75R24.5	Available	$ 852.59	$ 223.72
254816369	234659	Precure	PCT Endurance WHD	285/75R24.5	Available	$ 910.16	$ 238.83
254816375	233535	Precure	PCT G182A	285/75R24.5	Available	$ 872.59	$ 228.97
254816378	235116	Precure	PCT Unigrip	285/75R24.5	Available	$ 564.63	$ 148.16
254816384	235054	Precure	PCT Winter Trac 2	285/75R24.5	Available	$ 673.37	$ 176.69
254816389	235144	Precure	PCT Lug Logger 32	285/75R24.5	Available	$ 883.90	$ 231.94
254816394	236552	UniCircle	UCT Endurance LHD	285/75R24.5	Available	$ 1,042.16	$ 273.46
254816410	182971	Precure	PCT G622	285/75R24.5	Available	$ 738.50	$ 193.78
254816411	215482	Precure	PCT G622 LT	285/75R24.5	Available	$ 581.88	$ 152.69
254816416	183092	Precure	PCT G338	285/75R24.5	Available	$ 895.53	$ 234.99
254816418	169136	Precure	PCT G647	285/75R24.5	Available	$ 674.41	$ 176.97
254816426	190522	Precure	PCT G319SA	285/75R24.5	Available	$ 670.94	$ 176.06
254816440	215533	Precure	PCT G289 WHA	285/75R24.5	Available	$ 822.10	$ 215.72
254816456	237433	Precure	PCT Endurance WTD	285/75R24.5	Available	$ 936.48	$ 245.73
254816464	195421	Precure	PCT G182	285/75R24.5	Available	$ 868.58	$ 227.92
254816467	204402	UniCircle	UCT G182	285/75R24.5	Available	$ 897.33	$ 235.46
254816471	217528	UniCircle	UCT G622	285/75R24.5	Available	$ 836.34	$ 219.46
254816473	238727	UniCircle	UCT G622A	285/75R24.5	Available	$ 907.89	$ 238.23
254816477	214256	Precure	PCT G282 MSD	285/75R24.5	Available	$ 874.53	$ 229.48
254816482	53695	Precure	PCT G286 22	285/75R24.5	Available	$ 880.40	$ 231.02
254816494	240828	Precure	ARMOR MAX MSD	285/75R24.5	Available	$ 852.59	$ 223.72
254816528	86497	Precure	PCT G314	285/75R24.5	Available	$ 558.16	$ 146.46
254816530	165455	Precure	PCT G372	285/75R24.5	Available	$ 672.03	$ 176.34
254816561	232693	Precure	PCT Endurance WHA	285/75R24.5	Available	$ 929.65	$ 243.94
254816587	242557	Precure	PCT RDA	285/75R24.5	Available	$ 656.29	$ 172.21
254816702	53716	Precure	PCT G167 22	285/75R24.5	Available	$ 618.27	$ 162.23
254816707	53719	Precure	PCT G159 HS	285/75R24.5	Available	$ 467.72	$ 122.73
254816708	53720	Precure	PCT G186 MSA	285/75R24.5	Available	$ 819.84	$ 215.13
254816719	100770	Mold Cure	MCT G314	285/75R24.5	Available	$ 440.04	$ 115.47
254816740	117981	UniCircle	UCT G314	285/75R24.5	Available	$ 578.13	$ 151.70
254816741	118502	UniCircle	UCT G362	285/75R24.5	Available	$ 826.25	$ 216.81
254816748	164384	Mold Cure	MCT G372	285/75R24.5	Available	$ 631.54	$ 165.72
254816925	189814	Precure	PCT DWT 14 UVC	285/75R24.5	Available	$ 439.18	$ 115.24
254816926	190386	Precure	PCT LCT 11 UVC	285/75R24.5	Available	$ 415.91	$ 109.14
254816948	129037	Precure	PCT Winter Trac	285/75R24.5	Available	$ 613.68	$ 161.03
254816586	242434	Unicircle	UC ENDURANCE RST 18/32	285/75R24.5	Available	$ 770.35	$ 202.14
254817199	224509	Precure	PCT All Position 18	295/75R22.5	Available	$ 533.33	$ 139.95
254817702	53809	Precure	PCT G167 22	295/75R22.5	Available	$ 607.07	$ 159.30
254817027	53750	Precure	PCT G159	295/75R22.5	Available	$ 509.80	$ 133.77
254817587	242553	Precure	PCT RDA	295/75R22.5	Available	$ 659.63	$ 173.09
254817410	182956	Precure	PCT G622	295/75R22.5	Available	$ 723.94	$ 189.96
254817009	175444	Precure	PCT G362	295/75R22.5	Available	$ 782.50	$ 205.33
254817032	53751	Mold Cure	MCT G159 HS	295/75R22.5	Available	$ 444.81	$ 116.72
254817049	216587	Precure	PCT G661	295/75R22.5	Available	$ 744.59	$ 195.38
254817050	216584	UniCircle	UCT G661	295/75R22.5	Available	$ 715.69	$ 187.80
254817072	53759	Precure	PCT G177M 27	295/75R22.5	Available	$ 694.53	$ 182.24
254817080	199328	Precure	PCT G182 Siped	295/75R22.5	Available	$ 952.46	$ 249.92
254817085	220483	UniCircle	UCT G619 RST	295/75R22.5	Available	$ 760.78	$ 199.63
254817129	214337	Precure	PCT G287 MSA	295/75R22.5	Available	$ 978.66	$ 256.80
254817134	53772	Precure	PCT G159 Siped	295/75R22.5	Available	$ 518.50	$ 136.05
254817175	217552	Precure	PCT G316 AT	295/75R22.5	Available	$ 581.20	$ 152.51
254817178	222092	UniCircle	UCT G316 AT	295/75R22.5	Available	$ 633.21	$ 166.15
254817184	224068	Precure	PCT G292 WHD	295/75R22.5	Available	$ 848.81	$ 222.73
254817188	224344	Precure	PCT G572	295/75R22.5	Available	$ 951.28	$ 249.62
254817189	224771	UniCircle	UCT G572	295/75R22.5	Available	$ 970.69	$ 254.71
254817198	224430	Precure	PCT G619 RST	295/75R22.5	Available	$ 727.48	$ 190.89
254817305	226322	Precure	PCT G558	295/75R22.5	Available	$ 829.47	$ 217.65
254817318	228419	Precure	PCT G741 MSD	295/75R22.5	Available	$ 888.40	$ 233.12
254817327	230481	Mold Cure	MCT G316 AT Fuel Max	295/75R22.5	Available	$ 541.52	$ 142.10
254817351	229195	Precure	PCT G686	295/75R22.5	Available	$ 602.70	$ 158.15

254817352	229270	Precure	PCT G505D FuelMx LHD	295/75R22.5	Available	$ 824.25	$ 216.28
254817358	229022	Precure	PCT G682 RSD	295/75R22.5	Available	$ 824.27	$ 216.29
254817360	229184	Precure	PCT G619 RST	295/75R22.5	Available	$ 726.03	$ 190.51
254817362	227776	Precure	PCT G677	295/75R22.5	Available	$ 835.62	$ 219.27
254817363	229182	UniCircle	UCT G619 RST	295/75R22.5	Available	$ 760.47	$ 199.55
254817369	234661	Precure	PCT Endurance WHD	295/75R22.5	Available	$ 891.48	$ 233.92
254817375	233533	Precure	PCT G182A	295/75R22.5	Available	$ 838.40	$ 220.00
254817378	235121	Precure	PCT Unigrip	295/75R22.5	Available	$ 548.19	$ 143.85
254817384	235058	Precure	PCT Winter Trac 2	295/75R22.5	Available	$ 661.74	$ 173.64
254817389	235080	Precure	PCT Lug Logger 32	295/75R22.5	Available	$ 901.86	$ 236.65
254817394	236101	UniCircle	UCT Endurance LHD	295/75R22.5	Available	$ 1,019.23	$ 267.45
254817411	220002	Precure	PCT G622 LT	295/75R22.5	Available	$ 623.36	$ 163.57
254817416	183089	Precure	PCT G338	295/75R22.5	Available	$ 869.08	$ 228.05
254817418	169127	Precure	PCT G647	295/75R22.5	Available	$ 674.58	$ 177.01
254817426	190514	Precure	PCT G319SA	295/75R22.5	Available	$ 658.40	$ 172.76
254817429	195921	Precure	PCT G622 Siped	295/75R22.5	Available	$ 842.64	$ 221.11
254817440	215480	Precure	PCT G289 WHA	295/75R22.5	Available	$ 805.14	$ 211.27
254817456	237437	Precure	PCT Endurance WTD	295/75R22.5	Available	$ 918.11	$ 240.91
254817464	198643	Precure	PCT G182	295/75R22.5	Available	$ 850.79	$ 223.25
254817467	204206	UniCircle	UCT G182	295/75R22.5	Available	$ 875.15	$ 229.64
254817471	216364	UniCircle	UCT G622	295/75R22.5	Available	$ 825.84	$ 216.70
254817473	238726	UniCircle	UCT G622A	295/75R22.5	Available	$ 862.88	$ 226.42
254817477	214252	Precure	PCT G282 MSD	295/75R22.5	Available	$ 856.70	$ 224.80
254817482	53788	Precure	PCT G286 22	295/75R22.5	Available	$ 862.75	$ 226.39
254817494	240824	Precure	ARMOR MAX MSD	295/75R22.5	Available	$ 835.62	$ 219.27
254817528	86484	Precure	PCT G314	295/75R22.5	Available	$ 548.52	$ 143.93
254817530	136142	Precure	PCT G372	295/75R22.5	Available	$ 658.78	$ 172.86
254817561	234806	Precure	PCT Endurance WHA	295/75R22.5	Available	$ 885.90	$ 232.46
254817579	204746	Precure	PCT Ultima WHR-HM	295/75R22.5	Available	$ 763.90	$ 200.45
254817583	232984	UniCircle	UCT Fuel Max LHT	295/75R22.5	Available	$ 664.87	$ 174.46
254817707	53812	Precure	PCT G159 HS	295/75R22.5	Available	$ 460.06	$ 120.72
254817708	53813	Precure	PCT G186 MSA	295/75R22.5	Available	$ 794.09	$ 208.37
254817719	81906	Mold Cure	MCT G314	295/75R22.5	Available	$ 433.04	$ 113.63
254817729	157418	Mold Cure	MCT G362	295/75R22.5	Available	$ 642.19	$ 168.51
254817740	117958	UniCircle	UCT G314	295/75R22.5	Available	$ 567.34	$ 148.87
254817741	118481	UniCircle	UCT G362	295/75R22.5	Available	$ 783.38	$ 205.56
254817748	164381	Mold Cure	MCT G372	295/75R22.5	Available	$ 619.97	$ 162.68
254817759	158123	Mold Cure	MCT G177M 27	295/75R22.5	Available	$ 634.01	$ 166.37
254817925	189798	Precure	PCT DWT 14 UVC	295/75R22.5	Available	$ 436.31	$ 114.49
254817926	190370	Precure	PCT LCT 11 UVC	295/75R22.5	Available	$ 409.48	$ 107.45
254817948	129025	Precure	PCT Winter Trac	295/75R22.5	Available	$ 625.83	$ 164.22
254817586	242431	Unicircle	UC ENDURANCE RST 18/32	295/75R22.5	Available	$ 760.78	$ 199.63
254819009	175445	Precure	PCT G362	295/80R22.5	Available	$ 797.91	$ 209.37
254819027	53836	Precure	PCT G159	295/80R22.5	Available	$ 518.62	$ 136.09
254819072	53839	Precure	PCT G177M 27	295/80R22.5	Available	$ 707.87	$ 185.75
254819080	201375	Precure	PCT G182 Siped	295/80R22.5	Available	$ 972.06	$ 255.07
254819134	53846	Precure	PCT G159 Siped	295/80R22.5	Available	$ 527.52	$ 138.42
254819184	224091	Precure	PCT G292 WHD	295/80R22.5	Available	$ 866.81	$ 227.45
254819188	224345	Precure	PCT G572	295/80R22.5	Available	$ 972.08	$ 255.07
254819198	224431	Precure	PCT G619 RST	295/80R22.5	Available	$ 739.84	$ 194.13
254819199	224510	Precure	PCT All Position 18	295/80R22.5	Available	$ 542.63	$ 142.38
254819318	228420	Precure	PCT G741 MSD	295/80R22.5	Available	$ 906.76	$ 237.93
254819369	234569	Precure	PCT Endurance WHD	295/80R22.5	Available	$ 910.53	$ 238.92
254819378	235118	Precure	PCT Unigrip	295/80R22.5	Available	$ 553.67	$ 145.28
254819384	235056	Precure	PCT Winter Trac 2	295/80R22.5	Available	$ 669.88	$ 175.78
254819410	182957	Precure	PCT G622	295/80R22.5	Available	$ 738.31	$ 193.73
254819418	169128	Precure	PCT G647	295/80R22.5	Available	$ 674.26	$ 176.93
254819426	190515	Precure	PCT G319SA	295/80R22.5	Available	$ 670.77	$ 176.01
254819440	217944	Precure	PCT G289 WHA	295/80R22.5	Available	$ 822.10	$ 215.72
254819456	237435	Precure	PCT Endurance WTD	295/80R22.5	Available	$ 936.48	$ 245.73
254819464	195411	Precure	PCT G182	295/80R22.5	Available	$ 885.19	$ 232.27
254819477	214253	Precure	PCT G282 MSD	295/80R22.5	Available	$ 874.53	$ 229.48
254819482	53848	Precure	PCT G286 22	295/80R22.5	Available	$ 880.16	$ 230.95
254819494	240826	Precure	ARMOR MAX MSD	295/80R22.5	Available	$ 852.34	$ 223.66
254819528	134066	Precure	PCT G314	295/80R22.5	Available	$ 558.02	$ 146.42
254819530	165444	Precure	PCT G372	295/80R22.5	Available	$ 822.23	$ 215.75
254819587	242562	Precure	PCT RDA	295/80R22.5	Available	$ 656.15	$ 172.17
254819702	53864	Precure	PCT G167 22	295/80R22.5	Available	$ 618.13	$ 162.20
254819707	53867	Precure	PCT G159 HS	295/80R22.5	Available	$ 467.63	$ 122.71

254819708	117520	Precure	PCT G186 MSA	295/80R22.5	Available	$ 799.23	$ 209.72
254819741	118503	UniCircle	UCT G362	295/80R22.5	Available	$ 728.26	$ 191.09
254819925	189799	Precure	PCT DWT 14 UVC	295/80R22.5	Available	$ 439.09	$ 115.22
254819948	129038	Precure	PCT Winter Trac	295/80R22.5	Available	$ 613.52	$ 160.99
254822440	216829	Precure	PCT G289 WHA	305/70R22.5	Available	$ 788.66	$ 206.94
254840369	234672	Precure	PCT Endurance WHD	305/70R22.5	Available	$ 962.13	$ 252.46
254840410	227644	Precure	PCT G622	305/70R22.5	Available	$ 733.95	$ 192.59
254840440	217741	Precure	PCT G289 WHA	305/70R22.5	Available	$ 788.66	$ 206.94
254840449	237448	Precure	PCT Endurance TSD	305/70R22.5	Available	$ 998.90	$ 262.11
254840456	237423	Precure	PCT Endurance WTD	305/70R22.5	Available	$ 899.75	$ 236.10
254840464	209533	Precure	PCT G182	305/70R22.5	Available	$ 823.89	$ 216.19
254840707	235547	Precure	PCT G159 HS	305/70R22.5	Available	$ 442.12	$ 116.01
254351369	234662	Precure	PCT Endurance WHD	305/85R22.5	Available	$ 1,034.56	$ 271.47
254351384	235016	Precure	PCT Winter Trac 2	305/85R22.5	Available	$ 692.44	$ 181.70
254351440	234518	Precure	PCT G289 WHA	305/85R22.5	Available	$ 846.10	$ 222.02
254351449	237450	Precure	PCT Endurance TSD	305/85R22.5	Available	$ 1,074.81	$ 282.03
254351467	235245	UniCircle	UCT G182	305/85R22.5	Available	$ 875.15	$ 229.64
254351494	240830	Precure	ARMOR MAX MSD	305/85R22.5	Available	$ 880.04	$ 230.92
254351560	233630	Precure	PCT G152A	305/85R22.5	Available	$ 998.69	$ 262.06
254351561	232858	Precure	PCT Endurance WHA	305/85R22.5	Available	$ 960.65	$ 252.07
254089009	180644	Precure	PCT G362	315/75R22.5	Available	$ 779.52	$ 204.55
254089027	51004	Precure	PCT G159	315/75R22.5	Available	$ 530.38	$ 139.17
254090073	208498	Precure	PCT G177M 32	11R24.5	Available	$ 904.83	$ 237.43
254089169	222081	Precure	PCT G278	315/75R22.5	Available	$ 1,411.82	$ 370.46
254089184	224093	Precure	PCT G292 WHD	315/75R22.5	Available	$ 980.38	$ 257.25
254089199	224512	Precure	PCT All Position 18	315/75R22.5	Available	$ 544.57	$ 142.90
254089369	234671	Precure	PCT Endurance WHD	315/75R22.5	Available	$ 1,029.39	$ 270.11
254089384	235011	Precure	PCT Winter Trac 2	315/75R22.5	Available	$ 688.70	$ 180.72
254089410	182958	Precure	PCT G622	315/75R22.5	Available	$ 783.86	$ 205.68
254089456	237421	Precure	PCT Endurance WTD	315/75R22.5	Available	$ 960.95	$ 252.15
254089494	240784	Precure	ARMOR MAX MSD	315/75R22.5	Available	$ 925.58	$ 242.87
254089528	206376	Precure	PCT G314	315/75R22.5	Available	$ 570.92	$ 149.81
254089702	135560	Precure	PCT G167 22	315/75R22.5	Available	$ 646.29	$ 169.59
254089708	51022	Precure	PCT G186 MSA	315/75R22.5	Available	$ 780.80	$ 204.88
254096926	190374	Precure	PCT LCT 11 UVC	315/80R22.5	Available	$ 424.31	$ 111.34
254096925	189802	Precure	PCT DWT 14 UVC	315/80R22.5	Available	$ 448.31	$ 117.64
254096707	51249	Precure	PCT G159 HS	315/80R22.5	Available	$ 477.76	$ 125.36
254096027	51227	Precure	PCT G159	315/80R22.5	Available	$ 530.38	$ 139.17
254096199	224513	Precure	PCT All Position 18	315/80R22.5	Available	$ 544.57	$ 142.90
254096528	100816	Precure	PCT G314	315/80R22.5	Available	$ 570.92	$ 149.81
254096702	51247	Precure	PCT G167 22	315/80R22.5	Available	$ 646.29	$ 169.59
254096948	130525	Precure	PCT Winter Trac	315/80R22.5	Available	$ 660.90	$ 173.42
254096426	206095	Precure	PCT G319SA	315/80R22.5	Available	$ 687.26	$ 180.34
254096351	229187	Precure	PCT G686	315/80R22.5	Available	$ 687.69	$ 180.45
254096384	235012	Precure	PCT Winter Trac 2	315/80R22.5	Available	$ 688.70	$ 180.72
254017592	244559	Precure	PC G177M2 26	11R24.5	Available	$ 707.02	$ 185.52
254096049	225290	Precure	PCT G661	315/80R22.5	Available	$ 778.40	$ 204.25
254096410	182959	Precure	PCT G622	315/80R22.5	Available	$ 783.86	$ 205.68
254096397	235578	Precure	PCT Endurance WHA	315/80R22.5	Available	$ 979.69	$ 257.07
254096009	180645	Precure	PCT G362	315/80R22.5	Available	$ 818.49	$ 214.77
254096708	51250	Precure	PCT G186 MSA	315/80R22.5	Available	$ 819.84	$ 215.13
254096530	165446	Precure	PCT G372	315/80R22.5	Available	$ 859.75	$ 225.60
254096579	203578	Precure	PCT Ultima WHR-HM	315/80R22.5	Available	$ 865.58	$ 227.13
254089073	134449	Precure	PCT G177M 32	315/75R22.5	Available	$ 887.67	$ 232.92
254096477	214149	Precure	PCT G282 MSD	315/80R22.5	Available	$ 897.74	$ 235.57
254096494	240785	Precure	ARMOR MAX MSD	315/80R22.5	Available	$ 925.58	$ 242.87
254096362	227827	Precure	PCT G677	315/80R22.5	Available	$ 925.58	$ 242.87
254096375	233538	Precure	PCT G182A	315/80R22.5	Available	$ 928.17	$ 243.55
254096318	228422	Precure	PCT G741 MSD	315/80R22.5	Available	$ 931.27	$ 244.36
254096464	201328	Precure	PCT G182	315/80R22.5	Available	$ 941.83	$ 247.14
254096456	237422	Precure	PCT Endurance WTD	315/80R22.5	Available	$ 960.95	$ 252.15
254096561	231363	Precure	PCT Endurance WHA	315/80R22.5	Available	$ 1,082.74	$ 284.11
254096416	186762	Precure	PCT G338	315/80R22.5	Available	$ 965.61	$ 253.38
254096562	231364	Precure	PCT Endurance WHA	315/80R22.5	Available	$ 1,089.29	$ 285.83
254096080	201373	Precure	PCT G182 Siped	315/80R22.5	Available	$ 998.19	$ 261.92
254096440	215534	Precure	PCT G289 WHA	315/80R22.5	Available	$ 963.26	$ 252.76
254096482	51237	Precure	PCT G286 22	315/80R22.5	Available	$ 1,015.21	$ 266.39
254096184	222161	Precure	PCT G292 WHD	315/80R22.5	Available	$ 1,037.81	$ 272.32
254096449	237449	Precure	PCT Endurance TSD	315/80R22.5	Available	$ 1,068.13	$ 280.28

254096368	234142	Precure	PCT G289 WHA	315/80R22.5	Available	$ 1,009.33	$ 264.85
254096084	220001	Precure	PCT G289T WHA 250MM	315/80R22.5	Available	$ 806.73	$ 211.69
254096369	234673	Precure	PCT Endurance WHD	315/80R22.5	Available	$ 1,089.71	$ 285.94
254096186	222516	UniCircle	UCT G289	315/80R22.5	Available	$ 1,156.42	$ 303.44
254096129	214391	Precure	PCT G287 MSA	315/80R22.5	Available	$ 1,199.47	$ 314.74
254096169	222082	Precure	PCT G278	315/80R22.5	Available	$ 1,283.33	$ 336.75
254354051	218339	Precure	PCT G296	365/80R20	Available	$ 1,129.58	$ 296.40
254354129	215443	Precure	PCT G287 MSA	365/80R20	Available	$ 1,256.19	$ 329.62
254355051	218340	Precure	PCT G296	385/65R22.5	Available	$ 1,149.91	$ 301.74
254355073	165137	Precure	PCT G177M 32	385/65R22.5	Available	$ 935.61	$ 245.50
254355169	222083	Precure	PCT G278	385/65R22.5	Available	$ 1,347.51	$ 353.59
254355440	215535	Precure	PCT G289 WHA	385/65R22.5	Available	$ 997.28	$ 261.69
254355482	51735	Precure	PCT G286 22	385/65R22.5	Available	$ 1,163.49	$ 305.30
254355984	128155	Precure	PCT Wide Base Rib	385/65R22.5	Available	$ 824.08	$ 216.24
254375051	217562	Precure	PCT G296	425/65R22.5	Available	$ 1,253.29	$ 328.86
254375169	222084	Precure	PCT G278	425/65R22.5	Available	$ 1,402.96	$ 368.14
254375392	237451	UniCircle	UCT G278 MSD 30/32	425/65R22.5	Available	$ 1,463.97	$ 384.15
254375440	215538	Precure	PCT G289 WHA	425/65R22.5	Available	$ 1,037.84	$ 272.33
254375984	128157	Precure	PCT Wide Base Rib	425/65R22.5	Available	$ 956.18	$ 250.90
254712169	231895	Precure	PCT G278	445/50R22.5	Available	$ 1,441.41	$ 378.23
254712194	223390	Mold Cure	MCT G394	445/50R22.5	Available	$ 1,029.94	$ 270.26
254712195	223831	Precure	MCT G392 ESD 24	445/50R22.5	Available	$ 1,140.43	$ 299.25
254712197	225832	UniCircle	UCT G394 SST	445/50R22.5	Available	$ 1,033.26	$ 271.13
254712332	227883	UniCircle	UCT G392A Fuel Max	445/50R22.5	Available	$ 1,444.51	$ 379.04
254712333	227884	UniCircle	UCT G394A Fuel Max	445/50R22.5	Available	$ 970.17	$ 254.57
254712365	232409	UniCircle	UCT G394A Fuel Max	445/50R22.5	Available	$ 1,025.09	$ 268.98
254712468	204878	Precure	PCT G392 SSD	445/50R22.5	Available	$ 1,320.50	$ 346.50
254712469	204879	Precure	PCT G394 SST	445/50R22.5	Available	$ 920.95	$ 241.66
254377051	218601	Precure	PCT G296	445/65R22.5	Available	$ 1,289.39	$ 338.34
254377169	222085	Precure	PCT G278	445/65R22.5	Available	$ 1,586.77	$ 416.37
254377392	235822	UniCircle	UCT G278	445/65R22.5	Available	$ 1,722.03	$ 451.86
254377468	235383	Precure	PCT G392 SSD	445/65R22.5	Available	$ 1,606.19	$ 421.46
254377469	214794	Precure	PCT G394 SST	445/65R22.5	Available	$ 999.96	$ 262.39
254377984	128161	Precure	PCT Wide Base Rib	445/65R22.5	Available	$ 982.65	$ 257.85
254725468	204854	Precure	PCT G392 SSD	455/55R22.5	Available	$ 1,403.81	$ 368.36
254725469	204855	Precure	PCT G394 SST	455/55R22.5	Available	$ 949.98	$ 249.27
254036027	50061	Precure	PCT G159	8.25R15	Available	$ 377.50	$ 99.06
254036072	154146	Precure	PCT G177M 27	8.25R15	Available	$ 507.12	$ 133.07
254036464	201300	Precure	PCT G182	8.25R15	Available	$ 618.64	$ 162.33
254080027	50668	Precure	PCT G159	8R19.5LT	Available	$ 389.35	$ 102.17
254080188	224306	Precure	PCT G572	8R19.5LT	Available	$ 784.65	$ 205.89
254080378	235101	Precure	PCT Unigrip	8R19.5LT	Available	$ 493.37	$ 129.46
254080410	182907	Precure	PCT G622	8R19.5LT	Available	$ 536.60	$ 140.80
254080411	183038	Precure	PCT G622 LT	8R19.5LT	Available	$ 449.28	$ 117.89
254080418	169101	Precure	PCT G647	8R19.5LT	Available	$ 515.83	$ 135.35
254080428	192516	Precure	PCT G647	8R19.5LT	Available	$ 515.83	$ 135.35
254080707	139691	Precure	PCT G159 HS	8R19.5LT	Available	$ 343.41	$ 90.11
254518027	52414	Precure	PCT G159	9.00-20	Available	$ 450.53	$ 118.22
254040410	182918	Precure	PCT G622	9.00R20	Available	$ 633.54	$ 166.24
254040530	133875	Precure	PCT G372	9.00R20	Available	$ 750.94	$ 197.05
254040702	50176	Precure	PCT G167 22	9.00R20	Available	$ 553.24	$ 145.17
254040708	50181	Precure	PCT G186 MSA	9.00R20	Available	$ 671.57	$ 176.22
254921411	183030	Precure	PCT G622 LT	9-17.5LT	Available	$ 459.03	$ 120.45
254511027	52369	Precure	PCT G159	9R17.5	Available	$ 382.55	$ 100.38
254511707	52384	Precure	PCT G159 HS	9R17.5	Available	$ 368.95	$ 96.81
254511926	190312	Precure	PCT LCT 11 UVC	9R17.5	Available	$ 323.68	$ 84.93
254084027	50694	Precure	PCT G159	9R22.5	Available	$ 416.59	$ 109.31
254084072	50698	Precure	PCT G177M 27	9R22.5	Available	$ 599.01	$ 157.18
254084378	235048	Precure	PCT Unigrip	9R22.5	Available	$ 498.85	$ 130.90
254084410	182936	Precure	PCT G622	9R22.5	Available	$ 500.52	$ 131.34
254084411	183052	Precure	PCT G622 LT	9R22.5	Available	$ 507.14	$ 133.07
254084418	169116	Precure	PCT G647	9R22.5	Available	$ 586.26	$ 153.84
254084428	203502	Precure	PCT G647	9R22.5	Available	$ 557.01	$ 146.16
254084429	195902	Precure	PCT G622 Siped	9R22.5	Available	$ 677.53	$ 177.78
254084431	199301	Precure	PCT G622 LT Siped	9R22.5	Available	$ 490.88	$ 128.81
254084482	50715	Precure	PCT G286 22	9R22.5	Available	$ 730.01	$ 191.56
254084702	50723	Precure	PCT G167 22	9R22.5	Available	$ 501.12	$ 131.49
254084708	50728	Precure	PCT G186 MSA	9R22.5	Available	$ 629.75	$ 165.25
254084926	190348	Precure	PCT LCT 11 UVC	9R22.5	Available	$ 360.27	$ 94.54

254822027	149247	Precure	PCT G159	B305/70R22.5	Available	$ 500.99	$ 131.46
254822080	209534	Precure	PCT G182 Siped	B305/70R22.5	Available	$ 932.87	$ 244.79
254822188	224348	Precure	PCT G572	B305/70R22.5	Available	$ 932.45	$ 244.68
254822198	224443	Precure	PCT G619 RST	B305/70R22.5	Available	$ 655.65	$ 172.04
254822351	229188	Precure	PCT G686	B305/70R22.5	Available	$ 621.06	$ 162.97
254822464	209532	Precure	PCT G182	B305/70R22.5	Available	$ 849.45	$ 222.89
254822482	208341	Precure	PCT G286 22	B305/70R22.5	Available	$ 917.95	$ 240.87
254822560	136338	Precure	PCT G152A CCC 29	B305/70R22.5	Available	$ 973.06	$ 255.33
254822579	203649	Precure	PCT Ultima WHR-HM	B305/70R22.5	Available	$ 779.54	$ 204.55
254822702	138633	Precure	PCT G167 22	B305/70R22.5	Available	$ 607.90	$ 159.51
254884073	134450	Precure	PCT G177M 32	B305/75R22.5	Available	$ 893.17	$ 234.37
254884369	234663	Precure	PCT Endurance WHD	B305/75R22.5	Available	$ 988.11	$ 259.28
254884384	235015	Precure	PCT Winter Trac 2	B305/75R22.5	Available	$ 665.46	$ 174.62
254884456	237424	Precure	PCT Endurance WTD	B305/75R22.5	Available	$ 924.23	$ 242.52
254883027	53890	Precure	PCT G159	B305/75R24.5	Available	$ 533.33	$ 139.95
254880440	217945	Precure	PCT G289 WHA	B305/85R22.5	Available	$ 849.49	$ 222.91
254880464	221511	Precure	PCT G182	B305/85R22.5	Available	$ 914.79	$ 240.04
254880482	181871	Precure	PCT G286 22	B305/85R22.5	Available	$ 988.15	$ 259.29
254885198	231896	Precure	PCT G619 RST	B315/80R22.5	Available	$ 803.92	$ 210.95
254328027	51507	Precure	PCT G159	LT215/85R16	Available	$ 350.68	$ 92.02
254328134	51514	Precure	PCT G159 Siped	LT215/85R16	Available	$ 358.30	$ 94.02
254096072	51228	Precure	PCT G177M 27	315/80R22.5	Available	$ 767.35	$ 201.35
254817592	244643	Precure	PC G177M2 26	295/75R22.5	Available	$ 694.53	$ 182.24
254330592	244642	Precure	PC G177M2 26	275/80R22.5	Available	$ 694.70	$ 182.29
254886592	244641	Precure	PC G177M2 26	255/70R22.5	Available	$ 587.79	$ 154.24
254087592	244560	Precure	PC G177M2 26	12R22.5	Available	$ 730.16	$ 191.59

January 7, 2021

To Whom It May Concern:

Subject: FMVSS / CMVTSR Tire Certification

This is to certify that all new tires provided by The Goodyear Tire & Rubber Company marked with the **DOT** symbol are in compliance with the appropriate USA and Canadian tire regulations in effect at the time of production:

FMVSS109 - New pneumatic and certain specialty tires
FMVSS139 - New pneumatic radial tires for light vehicles.
FMVSS119 - New pneumatic tires for motor vehicles with a GVWR of more than 4,536 kilograms (10,000 pounds) and motorcycles
574.5 - Tire identification requirements
574.6 - How to obtain a plant code
575.104 - Uniform tire quality grading standards

CMVTSR 109 for Passenger Car Tires
CMVTSR 119 for Certain Tires Other Than Passenger Car Tires

Sincerely,

Elizabeth Lacza
The Goodyear Tire and Rubber Company
Chief Product Standards and Regulations Engineer
elacza@goodyear.com

Contains Confidential and/or Proprietary Information. May Not Be Copied or Disseminated Without the Expressed Written Consent of The Goodyear Tire & Rubber Company.

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

November 14, 2023

Dalinda Cardenas
Administrative Specialist
City of Edinburg
415 W. University Drive
Edinburg, TX 78540

SUBJECT: Bid #2024-04 New Tires, Retread, and Flat Repair Services

Good Day:

Goodyear Commercial Tire & Service Centers and its location in Edinburg, TX are pleased to respond to your Invitation to Bid.

The products we are proposing are Goodyear brand new automobile, light truck, light commercial truck, and medium truck tires. The precure retreads proposed are made with materials manufactured by Goodyear or its approved vendors, utilizing a Goodyear proprietary design in retread plants approved under the Federal Government's Cooperative Plant Quality Certification process.

Goodyear CT&SC proposes certain changes to the terms and conditions. Please see our Attachment #1 to this letter with our request.

Please contact Juan Dominguez (956-316-4722) should you have any questions.

Sincerely,

Chris Campbell

Senior Director, CTSC

The Goodyear Tire & Rubber Company

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STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE GOODYEAR TIRE AND RUBBER COMPANY FOR SERVICES

The City of Edinburg (hereinafter called "City"), and The Goodyear Tire and Rubber Company, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request For Bid # 2024-04 specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

NOW, THEREFORE, the City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2024-04 and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2024-04, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

F. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA,

SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Prior to and as a condition of final payment to Vendor following termination or expiration of this Agreement as defined below, Vendor shall deliver to City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2024.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of termination or completion. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days

following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Vendor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION VIII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees, costs, and expenses.

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees for the Services rendered. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall

apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XII
NO PENDING LITIGATION

A. There is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg

415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

The Goodyear Tire & Rubber Company
6501 N Expressway 281, Unit F
Edinburg, TX 78542
Attn.: Sergio Briones

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XV
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling.

SECTION XVIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Product with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Product or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Product or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra Ayla, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

The Goodyear Tire & Rubber Company

BY:_____
Chris Campbell
Senior Director, CTSC
6501 N Expressway 281, Unit F
Edinburg, TX 78542
Phone: 956-225-8719
Email: sbriones@goodyear.com

Attachment:
Exhibit "A" – Proposal
Exhibit "B" - Insurance

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
AWARDING OF BIDS
Agenda Item No: 11.K.
Security System

1. **Agenda Item:**
Consider Authorizing the Purchase of a Security System from SHI GS through the Department of Information Resources (DIR) Contracts, DIR-TSO-4288 in the Annual Amount of $78,459.50, for a 36 Month Term for a Total Amount of $235,378.50. [Daniel Vera, Director of Information Technology].

2. **Description:**
In light of the escalating cyber threats and the need for a robust cybersecurity posture, the City of Edinburg's IT Department recognizes the importance of enhancing its information security infrastructure. A Security System is a critical component that will empower our City to proactively detect and respond to security incidents, ensuring the confidentiality, integrity, and availability of our sensitive data.

City staff requests City Council approval to allocate funds for the acquisition of a state-of-the-art security system. The proposed solution is carefully selected to align with the organization's specific needs, providing real-time analysis of security alerts generated throughout the network infrastructure.

The system will benefit and enhance Security Posture, Risk Mitigation, Compliance Assurance, and Operational Efficiency.

Three security products that were evaluated are as follows:

Security System 1: $78,459.50 annual
Security System 2: $123,951.02 annual

Funding is available in the Fiscal Year 2023-2024 IT Department's Capital Outlay Budget. The term of the agreement will be for 36 months in the total amount of $235,378.50.

3. **Staff's Recommendation:**
Approve authorizing the purchase of a security system from SHI GS through the Department of Information Resources (DIR) Contracts, DIR-TSO-4288 in the annual amount of $78,459.50, for a 36 month term for a total amount of $235,378.50.

Reviewed by:
Daniel Vera, Director of Information Technology

Prepared by:
New - Daniel Vera, Director of Information Technology

Attachments:
A. SHI Quote for Security System 1 Quote
B. SHI Quote for Security System 2 Quote

Pricing Proposal
Quotation #: 24214639
Created On: 11/27/2023
Valid Until: 12/29/2023

TX-City of Edinburg

Danny Vera
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: 9563835661
Fax:
Email: dvera@cityofedinburg.com

Inside Account Executive

Mike Ur
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1356
Fax:
Email: mike_ur@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	[redacted] MDR Service for [redacted] XDR Pro including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application Standard Support and Reporting 1-4999 endpoints [redacted] - Part#: [redacted]-MDR-SWPANW-XDRPRO1-4999 Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288	800	$40.84	$32,672.00
2	[redacted] MDR Implementation Onboarding Services 101-999 Endpoints Critical Start - Part#: [redacted]-MDR-IMP-101-999 Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288	1	$0.00	$0.00
3	[redacted] Managed XDR Including 365x24x7 CyberSOC Monitoring, MDR Platform/MobileSOC licenses, per Information Worker (Up to 10 Data Sources), with 30 day log retention [redacted] - Part#: [redacted]-MGD-XDR-INFOWORK-10DS Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288	750	$61.05	$45,787.50

Subtotal	$78,459.50
Shipping	$0.00
Total	$78,459.50

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 24174177
Created On: 11/14/2023
Valid Until: 11/30/2023

TX-City of Edinburg

Daniel Vera
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: (956) 388-1805
Fax:
Email: dvera@cityofedinburg.com

Inside Account Executive

Mike Ur
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1356
Fax:
Email: mike_ur@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	[redacted] SIEM Subscription [redacted] - Part#: LR-[redacted]-S Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	1000	$39.00	$39,000.00
2	[redacted] All-in-one XM6500 Appliance, includes SQL Server 2019 Standard with 5 CALs, KYHD and iDRAC license [redacted] - Part#: LR-ULP-APL-XM6500 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	1	$35,988.74	$35,988.74
3	Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price [redacted] - Part#: LR-SV-MNS-STD Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	1	$8,395.97	$8,395.97
4	Prepaid Professional Services 1 Day without Travel T&E not included [redacted] - Part#: LR-SV-PPS-1 DAY Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	6	$3,145.24	$18,871.44
5	Prepaid Project Management and Administration [redacted] - Part#: LR-SV-PMO Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	1	$1,887.14	$1,887.14
6	[redacted] Training includes: - Unlimited Access to Unlimited Students for all LR7 ILT and SPOD courses for the term - Self-Paced On-Demand Training & Instructor-Led Training [redacted] - Part#: LR-TRAINING Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	1	$19,657.73	$19,657.73

Subtotal	$123,801.02
Shipping	$150.00
Total	$123,951.02

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.A.
ARSOC

1. **Agenda Item:**
Consider Authorizing the City Manager to Execute a Participation Agreement Between the City of Edinburg and City of San Antonio's Alamo Region Security Operation Center (ARSOC) Regarding Improvements and Sharing of Cybersecurity Information and Resources. [Daniel Vera, Director of Information Technology]

2. **Description:**
Participation in San Antonio's Alamo Region Security Operation Center (ARSOC) is essential for those involved in cybersecurity and digital asset protection. Serving as a central collaboration hub for professionals and organizations in the cybersecurity field, ARSOC addresses the evolving nature of cyber threats by facilitating the sharing of insights, strategies, and threat intelligence.

In the dynamic landscape of cybersecurity, ARSOC offers an educational platform for continuous learning, training, and skill development. Participants can stay up-to-date of the latest trends, tools, and best practices, enhancing their ability to safeguard against emerging threats.

Active involvement in ARSOC not only contributes to the community's overall resilience but also enables collaborative efforts to withstand and recover from cyberattacks. This collective approach ensures the ongoing functionality and security of critical infrastructure, businesses, and services.

Participating in San Antonio's Alamo Region Security Operation Center is a strategic investment in community cybersecurity resilience, through fostering collaboration and knowledge

The term of the agreement will be for 36 Months at no cost to the City.

3. **Staff's Recommendation:**
Approve Authorizing Authorizing the City Manager to Execute a Participation Agreement Between the City of Edinburg and City of San Antonio's Alamo Region Security Operation Center (ARSOC) Regarding Improvements and Sharing of Cybersecurity Information and Resources.

Reviewed by:
Daniel Vera, Director of Information Technology

Prepared by:
Daniel Vera, Director of Information Technology

Attachments:
A. Participation Agreement (2)

ALAMO REGIONAL SECURITY OPERATIONS CENTER
PARTICIPATION AGREEMENT

This Alamo Regional Security Operations Center Participation Agreement (this "Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (the "City"), CPS Energy, a Texas electric and gas utility owned by City ("CPS"), and The City of Edinburg ("Participant"), each a "Party" and collectively, the "Parties".

BACKGROUND

The Alamo Regional Security Operations Center (the "ARSOC") was created with a vision for a centralized security operations facility to provide real-time, collaborative, cyber-security training and information sharing among public/governmental entities in the San Antonio Area. As regional public/governmental organizations and in support of this vision, the Parties wish to collaborate in skills development and training exercises at the ARSOC in furtherance of their commitment to protecting San Antonio's and the surrounding area's infrastructure and critical systems. Therefore, in consideration of the mutual covenants and promises established herein, the Parties hereto agree as follows:

AGREEMENT

1. Term. This Agreement begins on _____ and ends on _____, unless terminated earlier upon written notice from City and CPS (the "Term").

2. Limited Access. During the Term of this Agreement, Participant may temporarily access the ARSOC facility located at 638 Davy Crockett, Building 940, San Antonio, Texas 78226 (the "Facility"), to participate in specified meetings, trainings, and exercises offered or supported by the City and CPS. Participant's access is limited to the common, general, and nonexclusive areas of the Facility, which include the following and may be referred to collectively as the "Common Areas":

(a) Training rooms, when scheduled and approved;
(b) Conference rooms, when scheduled and approved;
(c) Observation deck;
(d) Billeting room;
(e) Break room and kitchen;
(f) Bathrooms;
(g) Gym;
(h) IDF/MDF closet;
(i) Radio maintenance and issuing center; and
(j) Related areas that are intended and designated by City from time to time for the common, general, and nonexclusive use of all subtenants and participants of the ARSOC.

The City has exclusive control over and the right to manage the Common Areas.

3. Exchange of Information. The Parties acknowledge that in the course of business and operations at the ARSOC, each Party may acquire information that is proprietary to or confidential to the other Party or other approved subtenants or participants. Any information delivered and received in connection with the ARSOC shall be presumed to be proprietary and/or confidential by the delivering Party unless clearly noted as public information on the page(s). Subject to and except for disclosure under the Texas Public Information Act or other open records laws, each Party will hold any information delivered to it by another in confidence and ensure that adequate internal controls, safeguards, and/or countermeasures are established to protect such information, and will not copy, reproduce, sell, assign, license, market, transfer, or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the delivering Party. The Parties will use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any such proprietary and/or confidential information; provided neither Party shall be obligated to initiate any legal proceeding to protect same. The Parties acknowledge that confidential information specifically excludes information that can be demonstrated to have been in the public domain or to have been known by the receiving Party prior to execution of this Agreement and that was not acquired, directly or indirectly, from one of the Parties or any third party under a continuing obligation of confidentiality. Each Party may disclose another Party's confidential information to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligation under this Agreement. For the avoidance of doubt, each Party shall have the right, in its sole and absolute discretion, to determine what information will be shared with the other Parties or any other participant in the ARSOC.

4. Intellectual Property. The Parties acknowledge that in the course of the business and operations at the ARSOC, there may be opportunities for the Parties and any other approved subtenants or participants in the ARSOC to undertake activities that will involve intellectual property. Prior to undertaking any activities to jointly create new intellectual property, the Parties agree to negotiate in good faith the appropriate agreement(s) to memorialize the understanding between the Parties regarding each Party's intellectual property rights. and of any intellectual property developed pursuant to such activities. All intellectual property developed prior to or independently of the other Parties shall remain the property of the Party using, permitting use of, or disclosing such intellectual property in the course of the business and operations at the ARSOC and no license or other right is granted or implied thereby.

5. Participant's Insurance and Waiver of Claims. City and CPS agree to accept Participant's representation of being self-insured, provided however, Participant hereby waives any claim against City and/or CPS for damage to any property of Participant at the Facility and any claim for any injury to persons occurring at the Facility, regardless of any cause or of any concurrent or contributing fault or negligence of City or CPS.

6. No Liability or Responsibility. THE PARTIES AGREE THAT THE CITY AND CPS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND, TO THE EXTENT PERMITTED BY LAW, SHALL BE INDEMNIFIED AND HELD HARMLESS BY PARTICIPANT AND RELEASED FROM

ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, AND LIABILITY OF ANY CHARACTER OR TYPE, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, CPS, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, RESULTING FROM OR RELATED TO ANY ACTS OR OMISSIONS OF PARTICIPANT, OR OF PARTICIPANT'S AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR, UNDER THIS AGREEMENT. IT IS UNDERSTOOD THAT PARTICIPANT ASSUMES THE RISK OF ANY INJURY OR DAMAGE INCURRED WHILE ENGAGING IN ANY ACTIVITIES UNDER THIS AGREEMENT.

7. Publicity. Nothing in this Agreement shall be interpreted as granting Participant permission to use or display any of the trademarks, trade names, or legal names of the City or CPS. Participant acknowledges and agrees that all public announcements, press releases, or statements regarding the ARSOC issued by Participant shall be pre-approved by the City and CPS.

8. Notices. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to City:
City of San Antonio
Information Technology Services Department
Attn: Craig Hopkins, Chief Information Officer
P.O. Box 839966
San Antonio, Texas 78283-3966

If to CPS:
CPS Energy
Attn: Vice President & Chief Integrated Security Officer
P.O. Box 1771
San Antonio, Texas 78296

With a copy to: LegalNotices@cpsenergy.com

If to Participant:
City of Edinburg
City Manager's Office
Attn: Myra L. Ayala, City Manager
P.O. Box 1079
Edinburg, Texas 78539

Notice of change of address by any Party must be made in writing and mailed to the other Party's last known addresses within five (5) business days of such change.

9. Relationship of Parties. The Parties understand and agree that Participant is participating solely on a voluntary basis and not as an employee, contractor, or agent of the City or CPS. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third

party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto.

10. Severability. If any clause or provision of this Agreement is held illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is determined to be illegal, invalid, or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

11. No Waiver. No act or omission of a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to a Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

12. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended, nor will be construed, to confer upon or give to any person or entity, other than Participant, together with its respective agents, employees, officers, and representatives, individually and collectively, any right or remedy under or by reason of this Agreement.

13. Amendment. This Agreement may not be altered, changed, or amended except by a written instrument signed by the Parties.

14. Governing Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas, and exclusive venue shall lie in Bexar County, Texas.

15. Authority to Execute. The representatives executing this Agreement on behalf of the Parties warrant that each of them has full authority to do so.

16. Final Agreement. This Agreement constitutes the entire understanding and agreement of the City, CPS, and Participant with respect to the subject matter of this Agreement and contains all of the covenants and agreements of the Parties with respect thereto. The City, CPS, and Participant each acknowledge that no representations, inducements, promises, or agreements, oral or written, have been made by the City, CPS, or Participant, or anyone acting on their behalf, which are not contained in this Agreement, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

(*Signatures on next page*)

EXECUTED on the dates indicated below in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

_____
By: Patsy Boozer
Title: Chief Security Officer
Date: _____

CPS ENERGY

_____
By: _____
Title: _____
Date: _____

PARTCIPANT:

_____
By: Myra L. Ayala
Title: City Manager
Date: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.B.
Routeware, Inc

1. **Agenda Item:**
Consider Authorizing the Purchase of EnCORE Routing, Accounting and Cloud Hosting Software from Routeware, Inc. Through the Houston Galveston Area Council (H-GAC) Cooperative, in the Amount of $227,958.48 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas; Sourcewell, Houston Galveston Area Council (H-GAC Cooperative), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Currently, the Department of Solid Waste Management utilizes three different software systems to handle our primary functions: account management, service/ work order management, and fleet/ asset management; two of which are managed by a local, server-based, in-house software system and the third by a cloud-based system.

Our current account management system relies on hard copies of records, maps, and the historical knowledge of long-tenured staff to facilitate the department's day-to-day operations. Currently, staff logs work requests-received via telephone-into an electronic database that creates a paper service request that is routed to the supervisors to dispatch for completion. Supervisors subsequently assign these service request to crews to carry out the assignments and upon completion, the paper service request is filled out and rerouted, in reverse order through the workflow, to close out the job. Inefficiencies are created with the use of these types of platforms and hardcopy work order systems, presenting challenges in tracking labor and materials costs.

For the last three years, the department has been utilizing and testing Routeware, a new cloud-based GIS-centered (GPS), asset management and work order software system that allows for real time vehicle tracking and service routing as the primary system functions. Routeware offers detailed tracking service features that record valuable information to help evaluate personnel, equipment, efficiencies, and service areas. Furthermore, by utilizing GPS coupled with Google Maps, it schedules and tracks refuse and recycling trucks on a daily basis, recording and reporting services performed on routes and providing the flexibility to instantly reassign personnel to other service locations as staffing or equipment issues arise.

Benefits (with software):
• Improves efficiency and accountability of operations
• Utilizes existing GIS data as foundation for services and asset management
• Services and work history are documented for future reference

• Software has the ability to integrate with other programs utilized by the department

Liabilities (without software):
• Historical knowledge is not readily available and/or shared
• No real-time operational feedback
• Work requests and work orders remain on paper
• Zero reduction of hard copy document retention

The existing three-year Routeware agreement is up for renewal this current fiscal year. Given the significant advantages it has afforded the department during this time, especially in addressing inefficiencies and customer service roadblocks, the proposal to fully transition all services into this type of system was presented for implementation this current fiscal year in lieu of a contract renewal with our existing account and back office software provider. As part of the recommendation, the department conducted a review of other similar, commercially available routing and management systems currently in use within our industry. The comparison included current and potential future capabilities and functions along with third party integrations and their cloud-based capability. EnCORE, from Routeware, Inc, an integrated upgrade version of Routeware, was identified as the best candidate in meeting the department's current and future needs, affording us a single integrated software system for accounting, work order, and fleet/asset management demands. EnCORE's proposal agrees to provide a user-friendly environment, improve real-time customer support and online payment options through a web-based portal, real-time monitoring of waste collection issues, and operational resiliency through cloud hosting, which will be a notable upgrade from our current software system.

After careful review, we are requesting authorization to proceed with the purchase of a three-year license agreement for EnCORE by Routeware, Inc., for a fully, cloud-based integrated system for refuse collection, recycling, back office accounting, disposal, work order, and fleet management.

If approved, the new agreement will include new upgraded equipment to be installed onto our trucks, migration of our GIS data and accounting data into the new software system, provide upgraded cloud hosting and customer support, and provide a customer portal to facilitate the payment of services and monthly subscriptions.

Approval of this item will require city council consideration and approval for any subsequent years during the duration of the contract to procure annual subscription costs, which may include increases in CPI.

Staff has verified that no monies are owed to the City by Routeware, Inc.

Funding is available through the FY 2023-2024 Solid Waste Management Fund, Contractual and Maintenance, Rents and Contractuals.

3. <u>Staff's Recommendation:</u>

Approve authorizing the purchase of EnCORE Routing, Accounting and Cloud Hosting Software from Routeware, Inc. Through Houston Galveston Area Council (H-GAC) Cooperative, in the amount of $227,958.48 and Authorize the City Manager to enter into an agreement related thereto.

Reviewed by: **Prepared by:**

Tomas Reyna, Assistant City Manager

Ramiro Gomez, Director of Solid Waste Management

Attachments:

A. HGAC Contract Pricing Sheet
B. Routeware Order Form - All Products
C. Routeware Order Form - Reductions
D. Routeware Support & Service Agreement

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	FL03-21	Date Prepared:	11/17/23

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 Edinburg, TX	**Contractor:**	Routeware, Inc.
Contact Person:	Ramiro Gomez	**Prepared By:**	Luke Gabriel
Phone:	956-381-5635	**Phone:**	503-906-8522
Fax:		**Fax:**	503-906-8544
Email:	rgomez@cityofedinburg.com	**Email:**	lgabriel@routeware.com
Catalog / Price Sheet Name:	Routeware Premium G06		
General Description of Product:			

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
32	Vehicle Installation (Per Vehicle)	300	9,600
308	EnCORE Professional Services - Development Resource (Per Hour)	225	69,300
32	Monthly Service Fee	1788	57,216
1	Cloud Hosting - Up to 50 vehicles (Annual)	7188	7,188
8	EnCORE Subscription Fee (Per User) (Annual)	1836.06	14,688.48
22	Auto Pickup Fee	240	5,280
32	Cellular Data Charge Per vehicle - RD (Annual)	180	5,760
22	Camera System Fee Per Vehicle (Annual)	540	11,880
16	Video System Fee Per Vehicle (Annual)	480	7,680
		Total From Other Sheets, If Any:	-
		Subtotal A:	188,592.48

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
32	Heavy Duty Tablet 10" Android TA4PRO with Full Install Kit - Price included in monthly service fee	0	-
4	Video Service Hardware	195	780
32	Differential for Vehicle Installation	80	2,560
32	Differential for Monthly Service Fee	657	21,032
1	Differential for Cloud Hosting - Up to 50 vehicles (Annual)	444	444
22	Differential for Auto Pickup Fee	20	430
16	Differential for Video System Fee Per Vehicle (Annual)	274	4,383
1	CORE Customer Web Portal Service	7068	7,068
		Total From Other Sheets, If Any:	
		Subtotal B:	36,697

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	19.5%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Quan	Description	Unit Pr	Total

22	Camera System Fee Per Vehicle (Annual)	-95	(2,091)
308	EnCORE Professional Services - Development Resource (Per Hour)	-30	(9,240)
1	Freight, Travel and Expenses	14000	14,000
		Subtotal C:	2,669
Delivery Date:	**5/1/24**	**D. Total Purchase Price (A+B+C):**	227,958.48

HGACBuy
THE SMART PURCHASING SOLUTION

Order Form

Order #: Q-06000-1
Term: 36 Months
Date: 11/17/2023
Expires On: 12/17/2023

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Ship To
Ramiro Gomez
City of Edinburg - TX
8601 North Jasman Road
Edinburg, Texas 78541
United States
(956) 381-5635
rgomez@cityofedinburg.com

Bill To
City of Edinburg - TX
8601 North Jasman Road
Edinburg, Texas 78541
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 30

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Edinburg - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Edinburg - TX who view or have access to its content of its confidential nature.The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Android TA4PRO with Full Install Kit - Price included in monthly service fee	Each	32.00	USD 0.00	USD 0.00
Video Service Hardware	Each	4.00	USD 195.00	USD 780.00
			Hardware TOTAL:	USD 780.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
CORE Professional Services (per hour)	Per Hour	308.00	USD 195.00	USD 60,060.00
Vehicle Installation	Each	32.00	USD 380.00	USD 12,160.00
			Services TOTAL:	USD 72,220.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
EnCORE User Subscription	Per Month	8.00	USD 153.00	USD 1,224.00
CORE Customer Web Portal Service	Per Month	1.00	USD 589.00	USD 589.00
eMobile Plus	Per Month	32.00	USD 203.77	USD 6,520.64
Auto Pickup System Fee	Per Month	22.00	USD 21.63	USD 475.86
Picture Service Fee	Per Month	22.00	USD 37.08	USD 815.76
Premium Video System Fee	Per Month	16.00	USD 62.83	USD 1,005.28
Cellular Data Charge (RD)	Per Month	32.00	USD 15.00	USD 480.00
Cloud Hosting	Per Month	1.00	USD 636.00	USD 636.00
			Support Fees TOTAL:	USD 11,746.54

Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment
Support Fees: Due quarterly in advance per Support Plan terms and conditions
Services: 25% due upon execution; remainder due monthly as work progresses

Additional Terms:

If Data usage is greater than 1GB per vehicle per month, Routeware may limit network speeds or limit the actual downloading of video files.

Travel & expenses and freight not to exceed fourteen thousand ($14,000) dollars

All pricing represented in the attached statement of work (SOW) is included on this Order form. Invoices will be based on the pricing on the Order form.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

http://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Subscription Hardware Additional Terms -

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to Section 7.2 of the Routeware Global Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer’s possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

CORE Professional Services (per hour)
The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.
We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

City of Edinburg - TX

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Routeware Global

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Cable Hogue at chogue@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

Statement of Work

This Statement of Work ("SOW"), effective as of the date this SOW becomes fully executed, is entered into pursuant to, and is governed by the terms of the Routeware Global Professional Services Agreement.

Scope and Description of Services

Project Name:	City of Edinburg Encore Implementation
Customer Name:	City of Edinburg
Customer Contact:	Ramiro Gomez
Customer Contact Email:	rgomez@cityofedinburg.com
Customer PO Number:	
Reference Number:	
Date:	11/15/23

Routeware will provide the following Professional Services pursuant to this SOW:

- Implementation and Training for the EnCORE Tablet, Billing and Workflow Solutions.
- The current RCC tablets will be remotely configured to E-mobile tablets.
- Collaboration with The City of Edinburg to migrate data from Paradigm and ArcGIS into EnCORE

Project Stages, Activities and Deliverables

Routeware uses the following implementation approach to ensure project success:

1. **Stage 1 – Initiation (Anticipated Duration: 4 Weeks)**
   Description: The Initiation Stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware and Customer project team members.

   1.1. Key Activities
   - 1.1.1. Project Kick-Off
   - 1.1.2. Develop Implementation Plan/Key Milestones
   - 1.1.3. Complete Pre-Implementation Documents

   1.2. Key Deliverables
   - 1.2.1. Routeware
     - 1.2.1.1. Draft Project Plan
   - 1.2.2. Customer

1.2.2.1. Pre-Implementation Documents

1.3. Approvals/Sign-Off

1.3.1.Initial Project Plan

2. <u>Stage 2 – Definition (Anticipated Duration: 8 Weeks)</u>

Description: The Definition Stage includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware's best practices for a specific customer's needs, and the import of customer data. This "Future State" is documented, reviewed and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the customer provided access to the solution.

2.1. Key Activities

2.1.1.Review, Document, and Approve Business Requirements

2.1.1.1. Scenarios
2.1.1.2. Reporting
2.1.1.3. Integrations
2.1.1.4. Data Import

2.1.2.Define, Configure, Document, and Approve Future State

2.1.3.Conduct Status Meetings

2.1.4.Update Project Plan

2.1.5.Install Solution(s)

2.2. Key Deliverables

2.2.1.Routeware

2.2.1.1. Session Agendas
2.2.1.2. Documented Business Requirements
2.2.1.3. Solution Configuration (Users, Customers, Equipment, Routes, Codes, etc.)
2.2.1.4. Customer Data Import
2.2.1.5. Environment Provisioning/Solution Installation
2.2.1.6. Definition Gate Check
2.2.1.7. Project Plan Revisions

2.2.2.Customer

2.2.2.1. Approved Business Requirements
2.2.2.2. Provide Data for Import (in Approved Format)
2.2.2.3. Approved Future State Configuration
2.2.2.4. Enumeration of Test Plans

2.3. Approvals/Sign-Off

2.3.1.Business Requirements

2.3.2.Initial Solution Configuration

2.3.3.Validation of Data Import

2.3.4.Revised Project Plan

3. <u>Stage 3 – Implementation (Anticipated Duration: 4 Weeks)</u>

Description: The Implementation Stage includes progressive "targeted" training and begins the Solution Familiarization process for key users, along with the creation of a validation plan to be used during the Readiness Stage. The Routeware team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "Solution Complete".

3.1. Key Activities

3.1.1.Targeted Training on Data Maintenance, Transactions, etc.

3.1.1.1. Customer Service, Sales Quotes, On Call Processing, Vehicle Maintenance, Route Processing, Billing and Accounting, Scale House, etc.

3.1.2. Solution Familiarization Exercises

3.1.3. Drafting Solution Validation Plan

3.1.4. Creation of Scenario-based Training Plan

3.1.5. Solution Complete Milestone

3.1.6. Conduct Status Meetings

3.1.7. Update Project Plan

3.2. Key Deliverables

3.2.1. Routeware

3.2.1.1. Session Agendas

3.2.1.2. Targeted Training

3.2.1.3. Final Solution Configuration

3.2.1.4. Implementation Gate Check

3.2.1.5. Project Plan Revisions

3.2.2. Customer

3.2.2.1. Solution Familiarization Activities

3.2.2.1.1. Data Maintenance

3.2.2.1.2. Transaction Practice

3.2.2.2. Solution Validation Plan

3.2.2.3. Usage Documentation and/or Standard Operating Procedures (SOPs)

3.3. Approvals/Sign-Off

3.3.1. Revised Project Plan

4. <u>Stage 4 – Readiness (Anticipated Duration: 4 Weeks)</u>

Description: The Readiness Stage includes Scenario-based Super User Training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Definition and Implementation Stages. Scenario-based training - typically conducted with customer-identified "Super Users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the Super Users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the Validation Plan, the milestone of "Solution Acceptance" is confirmed by the Customer, and the project transitions into the Go Live Stage.

4.1. Key Activities

4.1.1. Scenario-based Super User Training

4.1.2. Solution Validation (User Acceptance Testing, UAT)

4.1.3. Creation of End-User Training Plan

4.1.4. Solution Acceptance Milestone

4.1.5. Conduct Status Meetings

4.1.6. Update Project Plan

4.2. Key Deliverables

4.2.1. Routeware

4.2.1.1. Scenario-based Training Agenda

4.2.1.2. Readiness Gate Check

4.2.1.3. Project Plan Revisions

4.2.2. Customer

4.2.2.1. Solution Validation Activities

4.2.2.2. End-User Training Plans

4.3. Approvals/Sign-Off

4.3.1.Revised Project Plan

4.3.2.Solution Acceptance

5. **<u>Stage 5 – Go Live (Anticipated Duration: 4 Weeks)</u>**

Description: The Go Live Stage includes final training and practice for End Users and Drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware provides assistance to Customer during the Go Live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to Support and project closeout.

5.1. Key Activities

5.1.1.End User Training and Practice

5.1.2.Go Live Cutover

5.1.3.Issue Management and Stabilization

5.1.4.Transition to Support

5.1.5.Project Closeout

5.2. Key Deliverables

5.2.1.Routeware

5.2.1.1. Go Live Cutover and Stabilization Assistance

5.2.1.2. Issue Management and Resolution

5.2.1.3. Transition to Support

5.2.1.4. Project Closeout

5.2.2.Customer

5.2.2.1. End User Training and Practice

5.2.2.2. Issue Triage and Management

5.3. Approvals/Sign-Off

5.3.1.Project Closeout

Assumptions

- The Routeware Project Manager will be the primary contact throughout the project, will coordinate the efforts of Implementation Consultants and Subject Matter Experts (SMEs) throughout the project, and will establish a cadence of Status Meetings with Customer.
- Data provided by Customer for import will be cleansed and in the DPR Format Template.
  - The data import process will validate the integrity of the data, and exceptions provided back to Customer for resolution prior to final import.
- Routeware will not build a custom integration.

Fees

The following fees shall be payable to Routeware in consideration for the Professional Services provided under this SOW.

EnCore Implementation	Description	Hours	Rate	Total
Project Management	Project Planning, Resource Coordination, Status Reporting, Budget, Risk and Issue Management	84	$195	$16,380
Implementation Consultant(s)	Requirements Confirmation, Solution Configuration, Documentation, Training, Go Live Assistance	144	$195	$28,080
Data Migration	Data Import	80	$195	$15,600
TOTALS		308	$195	$60,060

The estimated fees are provided for budgetary purposes only. Fees to Professional Services will be billed for actual hours incurred.

Fees shall be payable in accordance with the terms of the Governing Agreement. Fees do not include charges for any taxes imposed by any government authority on the provision of Professional Services to you, and you shall pay any such taxes upon our invoice, including without limitation any sales or use tax a governmental authority may impose on the provision of Professional Services to you (but excluding any taxes based upon our net income).

In addition to paying the fees described above, you will reimburse us for reasonable travel, lodging and other expenses incurred in connection with Professional Services under this SOW, provided that such expenses shall not be reimbursable unless (a) the expense or cost is pre-approved by you in writing or via email, and (b) we have provided you with receipts or other documentation reasonably substantiating such expenses or costs as part of the reimbursement request.

Acceptance and Authorization

IN WITNESS WHEREOF, the duly authorized signatories of the parties have executed this Statement of Work as of the dates set forth below.

City of Edinburgh	**Routeware Inc.**
By: _____	**By:** _____
Printed Name: _____	**Printed Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Order Form

Order #: Q-06295-1
Term: 36 Months
Date: 11/17/2023
Expires On: 12/17/2023

Routeware Global

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Ship To
Ramiro Gomez
City of Edinburg - TX
8601 North Jasman Road
Edinburg, Texas 78541
United States
(956) 381-5635
rgomez@cityofedinburg.com

Bill To
City of Edinburg - TX
8601 North Jasman Road
Edinburg, Texas 78541
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 30

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BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
RouteMaker Subscription	Per Month	-1.00	USD 528.00	USD -528.00
Monthly Service Fee	Per Month	-32.00	USD 163.77	USD -5,240.64
Auto Pickup System Fee	Per Month	-6.00	USD 21.63	USD -129.78
			Support Fees TOTAL:	USD -5,898.42

Payment Terms -

Support Fees: Due quarterly in advance per Support Plan terms and conditions

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

https://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

City of Edinburg - TX

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Routeware Global

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Cable Hogue at chogue@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

APPENDIX TO ORDER - ADDITIONAL ORDER TERMS (CORE)

1. Hardware and Software

Depending on a given Designated Computer System and Software title, the Software requires the installation of certain Third-Party Software ("Mandatory Third-Party Software") to provide core functionality. Depending on a given Software title, optional functionality may be provided by installation of additional Third-Party Software ("Optional Third-Party Software"). For instance, the EnCoreCRM Software title requires an ODBC-compliant relational database management system ("RDBMS") to provide core functionality. Customer must use either a run-time RDBMS, such as MSDE (freely distributed by Microsoft and included in the Distribution Release of EnCoreCRM), or a fee-based RDBMS, such as Microsoft SQL Server, which must be separately licensed and installed by Licensee, to provide core functionality. Fee-based Third-Party Software generally provides higher performance than run-time Third-Party Software. As described in the Documentation for a given Software title, that Software may also include in the Distribution Release run-time versions of Optional Third-Party Software and/or be capable of integration with fee-based optional Third - Party Software. Licensee may elect to use such Optional Third-Party Software, as described in the Documentation for a given Software title. For instance, the current Distribution Release of EnCoreCRM includes a run-time version of Business Object's Crystal Reporting. Mandatory Third-Party Software and Optional Third-Party Software are distributed, supported, and licensed separately by their respective software publishers. Customer understands Company has no duty or right to modify and/or correct any and/or all defects found within Mandatory Third-Party Software and Optional Third-Party Software. Use of Mandatory Third-Party Software and optional Third-Party Software may require additional licensing agreements between Customer and the respective software publisher. Compliance with, and maintenance of, licenses, maintenance agreements, and support agreements between Customer and Third-Party Software publishers is the sole responsibility of Customer.

SAMPLE

2. Support Terms

Company, directly or through an authorized agent, will use commercially reasonable efforts to correct all errors and/or defects in the Software or Services which Customer discovers and reports to Company. Acceptable forms of reporting these issues include calling technical support, using the issue reporting form available at www.ccscorp.com, by means of email containing the information solicited in the issue reporting form and sent to support@ccscorp.com or by logging the issue using Company's online self-help center.

During normal business hours of 8am to 8pm M–F EST on non-holidays, Company will provide maintenance technical support which includes unlimited telephone support per month relating to the services & software, including advice concerning: (a) formatting of data for entry into the databases of the Software, as the term "formatting of data" is defined in the Documentation (but standard support does not include support of data conversion, or import or export of data); (b) clarification of the Documentation; and (c) without any liability,

suggestions related to using the Software in the context of Customer's business. Standard Support does not cover support of any computer hardware (including printers, modems, routers, workstations or laptops etc.) or network services (including login scripts, rights, back-ups, etc.). After-hours support is available 24 hours a day 365 days a year for business-critical/emergency service & support related issues.

Customer shall appoint one person as the primary point of contact for communication of service and support related issues including receipt of issue status updates from Company. Customer may appoint an alternate contact in the event primary contact is unavailable.

Company has no duty to modify the Software to meet Customer's requirements or to provide Customer with modifications, improvements or additions to the Software developed for other parties. Any and all services in addition to the Software Support, such as modifications requested by Customer, are available by negotiation with Company on a separate time, materials, and cost basis.

SAMPLE

CLOUD HOSTING SERVICE LEVEL AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order and the MSLA are incorporated herein by reference. In addition, the following terms shall have the following meanings:

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use Company Cloud Hosting.

"**Customer Data**" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined below).

"Region Unavailable" and **"Region Unavailability"** mean that the Company Cloud Hosted Service is "Unavailable" to Customer.

"Company Cloud Hosting" shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in this Cloud Hosting SLA.

"Company Cloud Hosting SLA Exclusions" has the meaning set forth in Section 5.

"Service Commitment" has the meaning set forth in Section 2.

"Service Credit" means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.

"Unavailable" and "Unavailability" means when Customer has no connectivity to its Company Cloud Hosted Service.

2. **SERVICE COMMITMENT.** Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.5%. (the "Service Commitment"). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

3. **SERVICE COMMITMENTS AND SERVICE CREDITS.** Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

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Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting SLA.

4. **CREDIT REQUEST AND PAYMENT PROCEDURES.** To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order. To be eligible, the claim must be received by Company by the 60th day after the incident occurred and must include:
   1. the words "SLA Credit Request" in the subject line;
   2. the dates and times of each Unavailability incident that Customer is claiming; and
   3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

   If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

5. **COMPANY CLOUD HOSTING SLA EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

6. **SECURITY AND CUSTOMER DATA.** Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

SAMPLE

ROUTEWARE GLOBAL
MASTER SALES AND LICENSE AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
"Company" Routeware, Inc. and its subsidiaries
"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.
"**Company Materials**" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.
"**Company Platform**" means Company mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.
"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"Confidential Information" has the meaning set forth in Section 10.
"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.
"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.
"Dispute" has the meaning set forth in Section 11.8.
"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company including specific Truckware or Officeware, if any, as such documentation may from time to time be amended or modified by Company.
"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.
"Fees" means the amounts due for all Products and Services under the Order.
"Hardware" means all items designated in the Order as "Hardware."
"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date or the Support Plan Commencement Date, as defined in the Support Plan Terms & Conditions, section 2.1, whichever occurs later.
"MSLA" means this Master Sales and License Agreement.
"Officeware" means all server-based or desktop-based, Software, if any, that is provided to Customer by Company under this Agreement, whether installed at Customer's site, hosted by Company or cloud- hosted, other than Truckware.
"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.
"Products" means Hardware and Software.

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"Services" means all items designated in the Order as "Services" and "Support."

"Software" means all items designated in the Order as "Software" and includes all Updates.

"Support" means all items designated as "Support" in the Order.

"Taxes" has the meaning set forth in Section 2.3.

"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.

"Third-Party Terms" has the meaning set forth in Section 4.

"Truckware" means all Software that operates on hardware that is integrated into the Customer's vehicle fleet, if any, whether such hardware is sold by Company or certified and approved by Company in writing.

"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms and Remedies. Unless otherwise stated in the Order, Customer will pay all invoiced Fees in the currency set forth in the Order within ten (10) days following invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Fees for Software are based on parameters set forth in the Order (such as number of trucks or users) and not actual usage, and cannot be reduced or refunded during the License Period based on non-use. Customer will reimburse Company in full for any and all collection costs incurred by Company. In the event of non-payment by Customer of any Fees, Company may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees and late charges have been paid in full. If Company permits delayed payment or otherwise finances any purchases of Products by Customer,

(a) Customer grants to Company a first priority, purchase money security interest in such Products as collateral until payment is made in full,

(b) Company will enjoy all rights and remedies available to it with respect to such collateral under applicable law,

(c) Customer will take all steps reasonably requested by Company to facilitate such security interest, and

(d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full.

In addition, a "returned payment" fee will be assessed for any payment (including any ACH or electronic payments) on Customer's account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason). If Company incurs a foreign exchange loss because of a returned payment and the subsequent foreign exchange rate is unfavorable to Company, the loss will be assessed to Customer.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or

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in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the first full calendar year commencing after the Effective Date or on the one-year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Fees.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

(a) To operate the Officeware, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

(b) To operate the Truckware, if any, on up to the number of trucks authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

(c) To use the Documentation in connection with the licenses described in subsections (a) and (b).

(d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

(a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

(b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available

(i) through resellers or other distributors, or

(ii) as an application service provider, service bureau, or rental source;

(c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;

(d) create modifications to or derivative works of the Software;

(e) reproduce the Software;

(f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

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(j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third- Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third- Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5. AUDITS. During the term of the Agreement and for a period of one year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will

(1) reimburse Company's reasonable and actual costs for that audit and

(2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that:

(a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;

(b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;

(c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and

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(d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Hardware and Software Warranties.

(a) Subject to the exceptions listed below in part (b), Company warrants

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial shipment (the "Hardware Warranty Period"); and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware. Following the ninety (90) day Software Warranty Period, all software performance issues are governed by the Service Level Agreement.

(b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

(i) Customer's misuse or abuse of or failure to maintain the Product;

(ii) Customer's failure to operate the Product in accordance with the Documentation;

(iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;

(iv) any change made to the Product by Customer without Company's written approval;

(v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;

(vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;

(vii) any material change in Customer's business or in the operating conditions under which the Product is used;

(viii) translations; or

(ix) Third-Party Products.

7.3 Disclaimer. THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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8.2 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.3 ALLOCATION OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. The Agreement begins on the Effective Date and continues through the License Period, until terminated pursuant to this Section 9 and Section 3.2.

9.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

(a) by mutual, written agreement of the parties;

(b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;

(c) at the end of the License Period**;** or

(d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

(a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;

(b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, 10, 11 of the MSLA, Section 2.2 of the Support Plan (if the Support Plan is an Incorporated Agreement), and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PS Agreement is an Incorporated Agreement) shall survive termination;

(c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and

(d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

10. CONFIDENTIAL INFORMATION; PUBLICITY

10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term;

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or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within 30 days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

(a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;

(b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;

(c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or

(d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

10.2 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

(a) with the prior written consent of the other party;

(b) as otherwise may be required by law or legal process;

(c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and

(d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

11. MISCELLANEOUS

11.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

11.2 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

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11.3 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

11.4 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.5 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

(a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;

(b) as part of a re-organization or restructuring;

(c) to the surviving entity of a merger transaction; or

(d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

11.6 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. It is Customer's responsibility to check these terms and conditions periodically for changes. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

11.7 Governing Law. The laws of the State of Oregon, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 11.7, no disputes between the parties shall be brought by either party in the state's small claims courts.

11.8 Dispute Resolution.

(a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.

(b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

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(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 11.8.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the "***Rules***") and pursuant to Oregon law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Portland, Oregon. Oregon State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

11.9 Attorney Fees. The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

11.10 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

11.11 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.11. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

11.12 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.13 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

11.14 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

11.15 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

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11.16 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.17 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

SAMPLE

ROUTEWARE GLOBAL
SERVICE LEVEL AGREEMENT (SLA)

1. Uptime Service Levels for Routeware Hardware and Software platforms

Every effort will be made by Routeware to conduct periodic monitoring of its Software & Hardware platforms to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Hardware Uptime*	**Routeware Hardware application availability time**	**99%**
Software Uptime	**Routeware Software application availability time (EasyRoute, RCC, EnCore, etc.)**	**99%**

*Scheduled service unavailability times are not included in our service availability calculations. Uptime is measured every 180 days over standard service across all customers.

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2. Hardware and Software Support Service Level Matrix – Notification from Clients of a defect or via internal audit reports

HARDWARE SUPPORT LEVEL MATRIX

- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Client within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Client will receive the initial response immediately and/or within the first 12 hours.
- In the event that a Field Service Technician is required/requested, Technical Support will liaise with Routeware's Fulfillment team to assist with finding a Routeware approved installer.
- If the issue relates to a hardware malfunction and Client is unable to utilize Routeware hardware to operate, Routeware will endeavor to resolve the issues, or replace the hardware device. In some cases, a workaround may be provided to Client until a hardware replacement is received. While Routeware may provide replacement hardware with expedited or overnight shipping, Routeware is not responsible for delays by the shipping carrier as they are outside of our control.

SOFTWARE SUPPORT LEVEL MATRIX: The following table details the different priorities for incidents on Routeware Software Services. *Note: All hours and days listed are business hours, or business days and valid from the date/time of notification to Routeware. All target diagnosis and resolution times are approximate; Routeware will use commercially reasonable efforts to address within stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	**A critical severity issue has significant to critical impact on business, production, etc.**	**1 Hour**	**1 Day**	**Hotfix may be applied to affected clients and general release in one of next two updates, if deemed appropriate for all customers**
P2 – Priority Level 2	**An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.**	**1 Day**	**5-10 Days**	**Within current or next release, where appropriate**
P3 – Priority Level 3	**A case that has no immediate impact on the performance, quality or functionality of the software system.**	**3 Days**	**10-15 Days**	**N/A**

*Target Acknowledgement: Routeware will aim to respond to Client to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

**Target Initial Diagnosis: Routeware will use reasonable endeavors to respond to Client within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Client of the cause of the issue and how it intends to resolve the issue.

***Target Resolution of Defects: Routeware will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

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3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Client system related issues.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

a) Scheduled maintenance where Routeware has given at least 2 business days' notice in advance to the Client, or
b) Circumstances beyond the reasonable control of Routeware, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third–party software or equipment, or
c) Any act or omission of the Client, or their authorized agent, including without limitation, negligence, willful misconduct, or use of Routeware services in breach of Routeware's Terms and Conditions.

4. Scheduled Maintenance

When an outage is required for scheduled maintenance, Routeware is required to communicate all scheduled service outages by giving at least 24 hours' notice in advance to the Client. Routeware will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Client's business operations.

5. Routeware Technical Support Availability

Routeware's Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time (PST) (US); 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) (UK); and 8:00 a.m. – 5:00 p.m. Eastern Standard Time (EST) (Canada), Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday. For critical issues after standard business hours and on Holidays outlined below, an "on-call" support representative will be available.

North America Holiday Schedule:

- New Year's Day
- MLK Day
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

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6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Client's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by Routeware, general questions, etc.
- **Defect** means any failure of Hardware or the Services which: (i) does not result from any act or omission of the Client, or their authorized agent, including without limitation, negligence, willful misconduct, or use of Routeware services in breach of Routeware's Terms and Conditions, and; (ii) is not outside the reasonable control of Routeware, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to Routeware's Technology Solutions that is not a result of the Client making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Client's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of Routeware's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Client upon request.

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SUPPORT PLAN TERMS & CONDITIONS

1. DEFINITIONS

The definitions of terms set forth in the Order and the MSLA are incorporated herein by reference. In addition, the following terms shall have the following meanings:

"EOL" has the meaning set forth in Section 2.5.
"Order" means the Order to which this Support Plan and any other Incorporated Agreements are incorporated by reference.
"Reinstatement Fee" has the meaning set forth in Section 3.2.
"Company Rates" has the meaning set forth in Section 2.6.
"Officeware" means all server-based or desktop-based, Software that is provided to Customer by Company, whether installed at Customer's site, hosted by Company or cloud-hosted, other than Truckware.
"Support" and **"Support Plan"** each mean all items designated as "Support" in the Order and includes Technical Support and Updates.
"Support Plan Commencement Date" has the meaning set forth in Section 2.1.
"Support Plan Period" means the term period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Support Plan Commencement Date.
"Supported Third-Party Environment" has the meaning in Section 2.5.
"Technical Support" has the meaning set forth in Section 3.3.
"Truckware" means all Software that operates on hardware that is integrated into the Customer's vehicle fleet, whether such hardware is sold by Company or certified and approved by Company in writing.
"Updates" has the meaning set forth in Section 3.4.

2. COMMENCEMENT AND BILLING

2.1 Plan Commencement. Support Plans commence the first day of the month following installation of hardware in the first vehicle of the Customer's fleet or first access to the Truckware/Officeware or ninety (90) days after execution of the Order, whichever comes first. (the "Support Plan Commencement Date").

2.2 Invoices. Support Plan Fees may be invoiced prior to, on, or after the Support Plan Commencement Date. Unless otherwise stated in the Order, Customer will pay all invoiced Fees in the currency set forth in the Order on the later of the Support Plan Commencement Date or within ten (10) days following the invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Customer will reimburse Company in full for any and all collection costs incurred by Company. In the event of non-payment by Customer of any Fees, Company may, at its option, suspend Support, or continue to provide all or part of the Support Plan at then-applicable Company Rates, in either case until such time as the Customer's account is paid in full. If Company elects to suspend Support, in order to resume such Support, Company may, in its sole discretion, require payment by Customer of Reinstatement Fees.

2.3 Plan Duration. The Support Plan will continue in force for the Support Plan Period, subject to either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current Support Plan Period.

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2.4 Billing. Unless otherwise stated in an Order, Customer may pay for an entire year of Support up front, or quarterly.

2.5 Third Party Vendor-Supported Third-Party Environment. Customer must remain on a Company-certified and supported third party application, hardware platform, framework, database, and/or operating system configuration ("Supported Third-Party Environment") to receive any Support. Customer may be required to upgrade to a current Supported Third-Party Environment to continue receiving Support. In the event of Customer's failure to remain on a Supported Third-Party Environment, Company may, at its option, suspend Support, or continue to provide all or part of the Support Plan at Company's then-applicable time and materials rates, in either case until such time as the Customer is on a Supported Third-Party Environment. Support Plans are not available on any hardware that Company has, in its sole discretion, declared as end-of-life ("EOL").

2.6 Time and Materials Rates. Company maintains a schedule of time and materials rates and spare-parts pricing, which Company may, in its sole discretion, revise and update from time to time ("Company Rates"). Any billing for time and materials or spare parts outside the scope of purchased Support will be at then-current Company Rates.

2.7 Customer Obligations. In the event Customer hosts the Software or it is installed on Customer's computers, Customer shall install any new versions or updates provided by Company as soon as reasonably practical. Should Customer fall more than six (6) months behind in the installation of versions and/or updates, then Company may require Customer to install all versions and updates and may refuse to provide any Support until such installation is complete, but Customer's obligation to pay Fees will continue.

3. SUPPORT PLAN

3.1. Coverage. A Support Plan covers all Software (e.g. Truckware and Officeware) and Hardware purchased or licensed by Customer from Company (excluding any Software or Hardware that has reached EOL). It includes the provision of Technical Support and Updates. Customers who do not have a Support Plan in place will not have access to the listed coverages, until reinstatement.

3.2. Reinstatement. Should Customer decide to add Support following a period in which a Support Plan was not in place, in addition to paying applicable Fees for such Support, Customer will be required to pay Company the lesser of (a) a fee covering the lapse period (prorated daily) at a price equal to 150% of Company's Support Plan pricing in effect at the time of reinstatement or (b) the then-current cost of a new License (a "Reinstatement Fee").

3.3. Technical Support. A Software Support Plan includes technical support by phone and email, as more fully described in the Order, Appendix 1 to the Order and this Section 3.3 ("Technical Support"). Any Technical Support outside of time frames set forth in the Order and Appendix 1 to the Order is subject to Company discretion and will be further subject to an additional charge at then-current Company Rates. Any on-site support will require a professional services engagement, as documented in a statement of work.

Technical Support may also include the following:

- Certification with third-party products/versions
- Assistance with service requests during published support hours
- Access to on-line support
- A diagnosis of problems or issues of the supported Software

3.4. Updates. A Software Support Plan includes the provision of updates, as more fully described in

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this Section 3.4 (“Updates”). Updates are defined as a subsequent release of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company’s sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality. Updates are made available by delivery (which may be subject to a shipping and handling charge) or by download, in Company’s discretion. If delivered, Customer will receive one copy for each supported operating system for which Software licenses were ordered. Customer shall be responsible for copying, downloading, and installing any Updates. Updates are subject to the terms and conditions of the Agreement and are covered by the same license as the Software to which the Updates pertain.

3.5. Customer Obligations. Software Support is conditioned on Customer doing the following: (a) using commercially reasonable efforts to provide Company with the necessary access (e.g., access to server files, log files, application software or database extracts) required to provide Software Support; (b) designating and identifying by name, phone number, e-mail address, and other appropriate contact methods, Customer contacts, whom shall be the only personnel authorized to communicate with Company regarding Software Support; (c) applying all Updates, bug fixes, critical patches and configuration recommendations according to Company’s instructions promptly following delivery; and (d) providing Company with remote online access via the Internet to all Hardware (including all on-board units), Software and servers for the purposes of troubleshooting, general assistance, and verification of compliance with licensing terms.

3.6. Exclusions. Company is not obligated to provide Support Services when: (a) Company products have been changed, modified or damaged by anyone other than Company; (b) the issue is caused by Customer negligence or misuse of software or hardware, or other causes outside of Company’s control; (c) the issue is caused by third party hardware or software, or by Customer network infrastructure; or (d) Customer’s Company products are EOL or are otherwise not currently supported, as determined by Company's announced policies.

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PROFESSIONAL SERVICES AGREEMENT

The "Professional Services" described in this Agreement cover installation, configuration, integration, training and project management to assist customers with the deployment of Routeware solutions. Professional Services are subject to the terms and conditions of this Professional Services Agreement.

1. DEFINITIONS

The definitions of terms set forth in the Professional Services Agreement and the MSLA are incorporated herein by reference. In addition, the following terms shall have the following meanings:

"Change Order" means any change to an SOW, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW.

"**Contract Property**" has the meaning set forth in Section 6.3.

"Defect" means an error, bug, or deviation from a specification in the SOW that has an material adverse effect on the appearance, operation, or functionality of the Deliverable, but excluding any such error, bug, or deviation from a specification in the SOW caused by or arising as a result of: (a) an act or omission of Customer, or an act or omission of one of Customer's employees, offices, agents, suppliers, or sub- contractors; or (b) an incompatibility between the Deliverable and any other system, application, program, or software that fails to transmit or receive data using protocols specified in the SOW. To avoid doubt, a minor or cosmetic difference to the specification in the SOW which does not have any substantive effect on the Deliverable will not be regarded as a Defect.

"Deliverable" means a deliverable under an SOW.

"Final 30-Day Project Notice" has the meaning set forth in Section 3.3.

"Professional Services" means work performed by Company, or its respective permitted subcontractors under an SOW.

"SOW" means a Statement of Work describing Professional Services to be provided hereunder, that is entered into between Customer and Company.

2. PROFESSIONAL SERVICES

2.1. **Scope of Professional Services**. Company will provide to Customer the Professional Services specified in each SOW, subject to Customer's payment of all applicable Fees.

2.2. **Limitations of Scope**:

- Unless specified in an SOW, no additional reports or dashboards other than those delivered as part of the solution will be delivered.
- Unless specified in an SOW, no custom configuration which would require unique code to be developed will be delivered.
- Unless specified in an SOW, the solution will be delivered as part of a single Go-Live event, covering a single location.
- Remote targeted training will be delivered during the implementation to familiarize Customer's staff with the solution. Customer will be responsible for ensuring that the right staff participates in these training sessions. Repeat sessions for additional staff will be billable events and require a Change Order.
- Scenario-based training may be conducted on-site, and is structured to as Train-the Trainer. Repeat sessions for additional staff will be billable events and require a Change Order.
- Any customer required documentation outside of the standard deployment artifacts must be included in the Contract/SOW. Creating these will be a billable project.
- Direct support for the Customer's end customer is excluded.

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3. COOPERATION

3.1. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Company in its performance of Professional Services, without limitation:

(a) Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under each SOW

(b) Timely delivering any Customer deliverables and other obligations required under each SOW

(c) Timely responding to Company's inquiries related to the Professional Services

(d) Assigning an internal project manager for each SOW to serve as a primary point of contact for Company;

(e) Actively participating in scheduled project meetings;

(f) Providing, in a timely manner and at no charge to Company, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Products account, and coordination of onsite, online and telephonic meetings all as reasonably required by Company; and

(g) Complete, accurate and timely information, data and feedback all as reasonably required.

3.2. **Delays.** Any delays in the performance of Professional Services, delivery of Deliverables caused by Customer may result in additional applicable charges for resource time, and is not deemed a term of non-performance in deliverable dates by Company.

3.3. **Meetings and Information Requests; Final 30-Day Project Notice.** Company and Customer shall each use commercially reasonable efforts to attend all scheduled joint meetings. The repeated cancellation of or absence from joint meetings may result in delay and additional costs. In the event that Company has made a request and Customer has not responded promptly with the requested information, Company may issue a "Final 30-Day Project Notice'' ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Company shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Company to execute a new SOW and Customer shall be responsible for any additional Fees contemplated thereunder, even if listed in the original SOW.

4. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

4.1. **Acceptance.** Upon completion of each Deliverable under a SOW, Company will provide a complete copy to Customer; and upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for reviewing and testing such Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Customer must so notify Company in writing within 10 business days after Company's submission of the Deliverable, specifying the deficiencies or Defects in detail. Subject to Section 4.2 below, Company will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Company in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or contains Defects after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:
(i) again reject the Deliverable and return it to Company for further correction and resubmission in accordance with the process described above or (ii) terminate the relevant SOW immediately upon written notice and recover all Professional Services Fees paid under such SOW for such deficient Deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to

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appropriately modify such requirements. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.

4.2. **Dispute**. If Company, in its reasonable and good faith judgment, does not agree with Customer that a submitted Deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Company will so notify Customer. The parties will use reasonable efforts to resolve the disagreement as soon as reasonably practicable, including by escalation to more senior management.

4.3. **No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

4.4. **Change Orders.** Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Company's receipt of a Change Order request from Customer, Company will promptly notify Customer if Company believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Company may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Company's then-current standard rates.

5. FEES AND INVOICING

5.1. **Fees.** Customer will pay Company for the Professional Services at the rates specified in the applicable SOW or if no rate is specified in the SOW at Company's standard rates in effect at the time the SOW is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Company will continue to provide Professional Services under the same rates and terms. Company will periodically update Customer on the status of the Professional Services and the Fees accrued under SOWs.

5.2. **Incidental Expenses.** Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services including airfare/mileage, lodging, meals, tolls.

5.3. **Suspension of Professional Services.** If any amount owed by Customer under this or any other agreement for Professional Services is 30 days or more overdue, Company may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full. No additional licenses nor SOWs will be presented to Customers who are delinquent on payments.

5.4. **Support Fees**. Any Development, Integration, Reporting, or Ongoing Data Synchronization work is subject to annual or monthly maintenance fees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. **Customer Intellectual Property.** Customer does not grant to Company any rights in or to Customer's intellectual property except such licenses as may be required for Company to perform its obligations hereunder.

6.2. **Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.

6.3. **License for Contract Property.** Upon Customer's payment of Fees due under an applicable SOW, Company grants Customer a non-exclusive, non-transferable, license to maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Products anything developed by Company for Customer, including Deliverables, under this Agreement ("Contract Property"). Company and Customer each retains all right, title and interest in its respective intellectual property and Company retains all ownership rights in the Contract Property.

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7. WARRANTIES, EXCLUSIVE REMEDY AND DISCLAIMERS

7.1. **Warranty.** Company warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Professional Services. If Company is unable to re-**p**erform the Professional Services as warranted, Customer will be entitled to recover the Professional Services Fees paid to Company for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Company in writing within 90 days of performance of such Professional Services in order to receive warranty remedies.

7.2. **Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

8.1. **Indemnification by Company**. Company will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by Company personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by Company of, any such Claim, all of the foregoing to the extent caused by Company personnel, provided that Customer: (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (except that Company may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives Company all reasonable assistance, at Company's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of the Agreement.

8.2. **Mutual Indemnity.** Each party (the "Provider") will defend the other party (the "Recipient") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes or mis-appropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient, (iii). In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant SOW upon 10 days' written notice given within 30 days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

9. Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

10. LIMITATION OF LIABILITY

10.1. **Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO AN SOW EXCEED THE TOTAL FEES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SOW OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN

SAMPLE

CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

10.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. NON-SOLICITATION AND CONTRACTORS.

11.1. **Non-Solicitation and Non-Hiring of Company's Employees.** During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to hire or to solicit the employment of any person who (a) at the time of such solicitation or hiring is presently an employee of Company, or (b) at any time within one year prior to such solicitation or hiring has been an employee of Company, and directly or indirectly associated with Company's work effort under this Agreement. The parties recognize and agree that the damages resulting to Company from a breach of this Section are difficult or impossible to calculate, and that irreparable injury to Company would result from any such breach. Company shall be entitled to injunctive relief in the event of any breach or threatened breach of this Section, in addition to any other remedy in law or equity arising therefrom. Additionally, if Customer hires such a person as Customer's employee or contracts with such a person as Customer's contractor, Customer shall pay to Company liquidated damages equal to two times such person's annual base salary immediately preceding such person's termination of employment with Company. The parties agree that such liquidated damages are a reasonable estimate of the damages which would be suffered by the Company in the event of such hiring.

11.2. **Subcontractors. Company** may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Agreement, except as otherwise specified herein.

SAMPLE

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.C.
RFQ No. 2021-001

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $315,228.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The agreement encompasses all services necessary to conduct our ground water and gas sampling, analysis and reporting; gas well field sampling and analysis; leachate, Title V, NSPS sampling, analysis, and reporting; surveying; project management; site evaluation, and reporting; along with their submittals to the Texas Commission on Environmental Quality for the City's Type I and IV Landfill Facilities as required under their current permit obligations.

The Agreement further encompasses necessary technical and construction/operational assistance (General Services) to Landfill Personnel. Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical and environmental requirements of the City's Landfill and its continued development. Therefore, Hanson Professional Services, Inc., who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021 and is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended to continue with this project due to their experience, familiarity and expertise with the operation and its permit requirements. The Edinburg Landfill under its current operational permit obligations must submit reporting providing assurance that our operations, construction and landfill activities are compliant with our current state and federal operating permit obligations ensuring public health and safety. These assurances/reports are required under Title 30 of the Texas Administrative Code, Chapter 330 and its subsequent subchapters and Title V of the Code of Federal Regulations.

If approved, this project is expected to be completed in six (6) months upon issuance of the purchase order.

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc.

Funding is available through the FY 2023-2024 Solid Waste Management Fund, Contractual and Maintenance, Professional Services.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $315,228.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute any Documents Related Thereto.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. FY 2024 Semi-Annual Compliance Services-Proposal
B. 2023 Hanson Consulting Rates
C. Hanson Professional Services FY 2024 Semi Annual Agreement
D. Master Agreement with Hanson Professional Services

HANSON
Engineering | Planning | Allied Services

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, TX 78411
(361) 814-9900
Fax: (361) 814-4401
www.hanson-inc.com

November 20, 2023

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2024 First Semi-Annual Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for Fiscal Year 2024 First Semi-Annual Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
  - Verification Resample Report and Alternate Source Demonstration for MSW-2302
  - December 2023 Semi-Annual Detection /Assessment Monitoring Event (27 Monitoring Wells) for MSW-956C, Statistically Significant Increase (SSI) Determinations (within 60 days of Event), Detection/Assessment Monitoring Reporting (within 60 days of each event), Verification Resampling of monitoring wells demonstrating SSI's (estimated 14 wells), and Alternate Source Demonstrations (ASD's) (estimated 14 wells) for each event.
  - June 2024 Semi-Annual Detection/Assessment Monitoring Events for MSW-956C and MSW-2302
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to sixteen (16) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.
- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order

deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.

- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance coordination. Coordinate vendor services with Ready Flo Services (Ready Flo) on a periodic basis to inspect the leachate management system and enable repairs as needed on a timely basis. Invoicing from services provided by Ready-Flo will be submitted as a subcontract item on Hanson's invoicing to the City.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual personnel training. Coordinate vendor services with Owens Consulting Group, LLC (Owens) for on-site training of Solid Waste department personnel as needed up to the budgeted amount. Invoicing for services provided by Owens will be submitted as a subcontract item on Hanson's invoicing to the City.

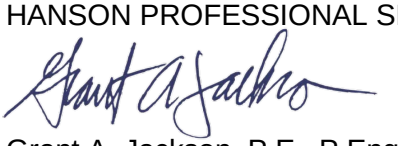
SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be $315,228. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Grant A. Jackson, P.E., P.Eng.
Chief Production Officer/Vice President

2023 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/ARCHITECT/SCIENTIST POSITIONS:**

ENGINEER/ARCHITECT/SCIENTIST I	$120.00
ENGINEER/ARCHITECT/SCIENTIST II	$125.00
ENGINEER/ARCHITECT/SCIENTIST III	$130.00
ENGINEER/ARCHITECT/SCIENTIST IV	$146.00
ENGINEER/ARCHITECT/SCIENTIST V	$170.00
ENGINEER/ARCHITECT/SCIENTIST VI	$197.00
ENGINEER/ARCHITECT/SCIENTIST VII	$235.00
ENGINEER/ARCHITECT/SCIENTIST VIII	$270.00
PRINCIPAL	$310.00

2. **TECHNICAL POSITIONS:**

AIDE	$65.00
TECHNICIAN I	$74.00
TECHNICIAN II	$82.00
TECHNICIAN III	$93.00
TECHNICIAN IV	$108.00
TECHNICIAN V	$120.00
TECHNICIAN VI	$133.00
TECHNICIAN VII	$145.00
MANAGER/DESIGNER	$160.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	$72.00
ADMINISTRATIVE II	$75.00
ADMINISTRATIVE III	$80.00
ADMINISTRATIVE IV	$95.00
ADMINISTRATIVE V	$115.00
ADMINISTRATIVE VI	$150.00
ADMINISTRATIVE VII	$190.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 25%.

   Charges for vehicles that will remain assigned to a specific job will be $80.00 per day or $1,500.00 per month for automobiles and SUVs, and $100.00 per day or $2,000.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.

9. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

10. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

23 Rev. 0

HANSON

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR FY 2024 SEMI-ANNUAL COMPLIANCE MONITORING AND REPORTING SERVICES FOR EDINBURG REGIONAL SANITARY LANDFILL**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to Permit 956C and 2302 Groundwater Monitoring Services along with FY 2024 Semi-Annual Compliance Monitoring and Reporting Services for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant,

Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for Consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed $315,228, in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of

the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Consultant grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and for reimbursable expenses incurred prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and reimbursable expenses incurred prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
AUTHORIZATION TO PROCEED

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many

factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence

$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured on all policies except Workers Compensation and Professional Liability.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable,

suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X
COMPLIANCE STANDARDS

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a “Dispute”), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written

notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XVII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY:_____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Master Agreement
Exhibit "C" Insurance

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR ENGINEERING CONSULTING SERVICES RELATED TO THE EDINBURG REGIONAL LANDFILL DEVELOPMENT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Engineer"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, City desires to engage Engineer to render services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer to furnish and provide the Services as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer with authorization to proceed, after execution of this Agreement.

C. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.

2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF ENGINEER

A. Engineer shall perform the Services described in **Exhibits "A".**

B. Engineer shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Engineer will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Engineer will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Engineer during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Engineer shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

I. Engineer's obligations under this clause are in addition to the Engineer's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Engineer for Engineer's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

SECTION V
PAYMENT AND FEES

City agrees to pay Engineer for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Engineer has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Engineer is responsible;

e. City has incurred engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any of Engineer's Services that are defective, requiring correction or replacement;

g. City has been required to correct Engineer's defective Services or has accepted Engineer's defective Services;

h. Liens have been filed in connection with the Engineer's Services

D. If City imposes any set-off against payment, City will give Engineer immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Engineer any amount remaining after deduction of the amount so withheld. City shall promptly pay Engineer the amount so withheld, or any adjustment thereto agreed to by City and Engineer, if Engineer remedies the reasons for such action. The reduction imposed will be binding on Engineer unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Engineer under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Engineer's employees' taxes. Engineer hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Engineer and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Engineer shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Engineer to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Engineer shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Engineer from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Engineer following termination or expiration of this Agreement as defined below, the Engineer shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
AUTHORIZATION TO PROCEED

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
MINIMUM INSURANCE REQUIREMENTS

Engineer shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Engineer or its employees. In accordance with City ordinances, Engineer shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 each aggregate

   or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
   $100,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 aggregate
   or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence

2. Property Damage
   $100,000 each occurrence
   $100,000 each aggregate

   or $500,000 combined single limits

E. Professional Liability

1. Professional
   $1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Engineer fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Engineer, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Engineer shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the

date of Notice, from the date of payment by the City until repayment of City in full by Engineer.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Engineer hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X
COMPLIANCE STANDARDS

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
LIMITATION OF LIABILITY

A. Engineer agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XVII
NO PENDING LITIGATION

A. Engineer represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Engineer threated against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect

the validity or enforceability of, or the authority or ability of the Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI
SUCCESSORS AND ASSIGNS

City and Engineer each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Engineer shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Engineer of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Engineer shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY:_____
Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

ENGINEER

BY:_____
Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. ***Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.***

i. MAJOR WORK CATEGORIES INCLUDE:

1. ***PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING***

a. Municipal Solid Waste Permitting and Permit Modifications
b. Materials Recovery Facility Permitting and Permit Modifications
c. Transfer Station Permitting and Permit Modifications
d. Landfill Cell Design
e. Landfill Cover Design
f. Final Cover Design
g. Site Operation Plans
h. Fill Plans
i. Grading Plans
j. Soil Use Plans
k. Airspace Usage Estimates and Projections
l. Groundwater Monitoring System
m. Groundwater Sampling and Analysis Plan
n. Sequence of Development
o. Landfill Gas Management Plan
p. Landfill Closure/Post-Closure Care Cost Estimates
q. Cost of Service Modeling
r. Stormwater Permitting
s. Composting Site Permitting and Development
t. Air Permitting and Permit Modifications
u. Odor Control
v. Floodplain Assessment and Management
w. Landscape and Irrigation Design
x. Infrastructure Design
y. Financial Assurance

2. ***CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS***

a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
b. Bid Phase Services
c. Construction Phase Services
d. Conduct Construction Meetings
e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
f. Scheduling
g. Daily Updates
h. Construction Quality Assurance/Quality Control
i. Constant Communication, Evaluation and Re-Design as material costs increase

3. ***ENVIRONMENTAL SERVICES***

a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes

b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical

4. ***LANDFILL SAMPLING LABORATORY TESTING***

a. Statistical Evaluation

b. Regulatory Reporting

5. ***LANDFILL PLANNING AND ENGINEERING SERVICES***

a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development

b. Annual Municipal Solid Waste Report

c. Planning for Operational Issues

d. Leachate Storage and Disposal

e. Interior and Exterior Roads

f. Storm Water and Sediment Control

g. Stockpile Locations and Utilization

h. Borrow Area Grading and Utilization

6. ***LANDFILL GAS SERVICES***

a. Landfill Gas Management Plan Development and Update

b. Gas Collection and Control System Design

c. Gas System and Control System Expansions

d. Planning

e. Design

f. Budgeting

g. Permitting

h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.

7. ***LANDFILL RELATED DRONE AND SURVEYING SERVICES***

a. Physical Site Survey and/or Drone Flights

b. Collect Aerial Topography Data

c. Estimate Airspace Consumption

d. Determine Waste Settlement Rate Estimates.

e. Quarterly and Annual Surveys

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL SPECIALTY INS CO — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 61963267 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9970443	01/01/21	01/01/22	Each Claim	10,000,000
	(Claims Made)						Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539 USA

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heidi Gibson	
TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	PHONE (A/C, No, Ext): (217) 321-3219	FAX (A/C, No): (217) 321-4219
	E-MAIL ADDRESS: hgibson@troxellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	INSURER B : Trumbull Insurance Company	27120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2111135097 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
A	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		EWC0473222	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory langauge applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas
415 W. University Dr
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

Michael A. Mills

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-527-9049 Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL SPECIALTY INS CO — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 68430611 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5006660	01/01/23	01/01/24	Each Claim	10,000,000
	(Claims Made)						Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HPS: 20L0246C - Solid waste management consulting, engineering, construction, & environmental services monitoring
PM/JReinhard
Waiver of Subrogation in favor of the certificate holder applies.
This policy includes a 30 day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER	CANCELLATION
The City of Edinburg, TX Ron Garza-City Manager; Martha Jenkins-Legal Asst 415 W. University Drive Edinburg, TX 78539 USA	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 Paula A. Dixon

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.D.
Alberta Road Reconstruction Phase 2 - Change Order No. 1

1. Agenda Item:

Consider Change Order No. 1 for RBM Contractors, LLC for the Alberta Road Reconstruction Phase 2 for an Amount Not to Exceed $247,640.83, and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

Alberta Road Reconstruction Project is part of the 2018 General Bond Election. The project was bid earlier this year that included four project segments. These segments include drainage, utility adjustments, sidewalks, curb and gutter, and paving. The proposed Change Order was requested by City staff as sanitary sewer is needed for Shalom Drive and will connect to Alberta Road. The improvements include new sanitary services on Shalom Drive and new services along Alberta Road. Shalom Drive will be cut and restored with an overlay by City staff.

This work, as well as segment 1, the section between the west City limits and McColl Rd., is expected to be completed by January 18, 2024. The full project is expected to be completed by the end of the next calendar year.

Funding is available in the Utility Capital Projects Fund.

3. Staff's Recommendation:

Approve Change Order No. 1 for RBM Contractors, LLC for the Alberta Road Reconstruction Phase 2 for an Amount Not to Exceed $247,640.83, and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:
Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Change Order No. 1 - Shalom

CHANGE ORDER NO. 01

November 21, 2023

Owner: City of Edinburg — Owner's Project No.: 2023-006

Engineer: South Texas Infrastructure G.

Project: Alberta Rd. Reconstruction Ph2

Contractor: RBM Contractors

Date Issued: November 21, 2023

Effective Date of Change Order: 12/5/23

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order was requested from City staff to extend sanitary sewer line from the intersection of Alberta Road and Shalom Drive north into existing subdivision while providing services to the adjacent residents. A 12-inch line has been proposed. 30 additional days are requested for this improvement that will occur concurrently with milestone 1 (McColl Road to west City limits section). 30 additional days are also added for waterline adjustment in the same project limits and additional sanitary sewer services and 7 weather days have been requested.

Attachments:

Adjusted Cost Breakdown

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 4,865,199.33	Original Contract Times: Substantial Completion: August 14, 2023 Ready for final payment: October 1, 2024
Contract Price prior to this Change Order: $ 4,865,199.33	Contract Times prior to this Change Order: Substantial Completion: August 14, 2023 Ready for final payment: October 1, 2024
Increase this Change Order:	**Increase** this Change Order:

$ 247,640.83		Substantial Completion:	October 20, 2024
		Ready for final payment:	December 7, 2024
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
$ 5,112,840.16		Substantial Completion:	October 20, 2024
		Ready for final payment:	December 7, 2024

	Recommended by Engineer (STIG)	City of Edinburg - Engineering
By:		
Title:	Victor Trevino / Project Engineer	Mardoqueo Hinojosa / City Engineer
Date:		

City of Edinburg – City Manager's Office

By:

Title: Myra L. Ayala / City Manager

Date:

APPROVED AS TO FORM

THE OMAR OCHOA LAW FIRM

By:

Name/Title: Omar Ochoa/City Attorney

Date:

	City of Edinburg - Finance	City of Edinburg - Finance
By:		
Title:	Ascencion Alonzo / Finance Director	Criselda Lozano /Purchasing Manager
Date:		

RBM CONTRACTORS, LLC.

PROJECT:	Alberta Rd Ph II Reconstruction	HWY:	Alberta Rd
COUNTY:	Hidalgo County	DATED:	10/9/2023
C.O No:	004	QUANTITY:	1550 LF

CHANGE ORDER DESCRIPTION

Shalom Drive Sanitary Sewer

CHANGE ORDER TOTALS

LABOR	$19,075.00	+	25% Compensation	$4,768.75	
		+	55% Premium	$10,491.25	
				TOTAL LABOR	$34,335.00
EQUIPMENT	$28,703.30	+	15% Compensation	$4,305.50	
				TOTAL EQUIPMENT	$33,008.80
MATERIAL	$108,752.00	+	25% Compensation	$27,188.00	
				TOTAL MATERIAL	$135,940.00
SUBCONTRACT	$0.00	+	5% Administrative	$0.00	
				TOTAL SUBCONTRACT	$0.00
BOND			1% of Sub Total		$2,032.84
TOTAL					$203,283.80
			1% Bond		$2,032.84
				TOTAL PAYMENT	**$205,316.63**
			LF	**Unit Price**	**132.46**

I hervy certify that the above is a true and correct statement of the amounts payable to **RBM Contractors, LLC**, which are just charges as contingency expeditures incurred on this project.

Cone Salinas

Authorized Signer

10/11/2023

Date

The Price Quoted for the referenced Project are valid for a period of thirty (30) Days.

RBM CONTRACTORS, LLC.

Contract No: Contr 026
Project Name: Alberta Rd Phase II Reconstruction
C.O. No: 004
Date: 10/11/2023

Estimated Quantity: **1550 LF**

CHANGE ORDER DESCRIPTION **Shalom Drive Sanitary Sewer**

Labor	Days	Hr	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total cost
Foreman	18	4	$45.00	$3,240.00	$1,782.00	$810.00	$5,832.00
Excavator Operator	8	10	$22.50	$1,800.00	$990.00	$450.00	$3,240.00
Utility Laborer	8	10	$17.00	$1,360.00	$748.00	$340.00	$2,448.00
Dump Truck Operator	5	10	$18.00	$900.00	$495.00	$225.00	$1,620.00
Payloader Operator	5	10	$18.50	$925.00	$508.75	$231.25	$1,665.00
Motorgrader Operator	3	10	$19.00	$570.00	$313.50	$142.50	$1,026.00
Compactor Operator	5	10	$18.00	$900.00	$495.00	$225.00	$1,620.00
Water Truck Operator	3	10	$18.00	$540.00	$297.00	$135.00	$972.00
Paver-Finisher Operator	2	10	$19.00	$380.00	$209.00	$95.00	$684.00
Backhoe Operator	2	10	$18.00	$360.00	$198.00	$90.00	$648.00
Common Laborer	18	30	$15.00	$8,100.00	$4,455.00	$2,025.00	$14,580.00
				$19,075.00	**$10,491.25**	**$4,768.75**	**$34,335.00**

Equipment	Days	Hr	Rate	Base Total		Markup 15%	Total cost
Excavator	8	10	$137.11	$10,968.80		$1,645.32	$12,614.12
Dump Truck	5	10	$85.00	$4,250.00		$637.50	$4,887.50
Payloader	5	10	$66.69	$3,334.50		$500.18	$3,834.68
Motor Grader	3	10	$120.00	$3,600.00		$540.00	$4,140.00
Compactor	5	10	$42.00	$2,100.00		$315.00	$2,415.00
Water Truck	3	10	$35.00	$1,050.00		$157.50	$1,207.50
Paver-Finisher	2	10	$125.00	$2,500.00		$375.00	$2,875.00
Backhoe	2	10	$45.00	$900.00		$135.00	$1,035.00
				$28,703.30		**$4,305.50**	**$33,008.80**

Materials/Other	Unit	Quantity	Unit Price	Material Cost		Markup 25%	Total cost
Package 2 (12" SS Pipeline SDR 26)	LS	1	$48,255.00	$48,255.00		$12,063.75	$60,318.75
Package 1 (Manholes)	LS	1	$19,043.00	$19,043.00		$4,760.75	$23,803.75
Package 3 Sewer services (Up-to-ROW)	LS	1	$8,189.00	$8,189.00		$2,047.25	$10,236.25
Package 5 (Tie in to existing Manhole)	LS	1	$2,542.00	$2,542.00		$635.50	$3,177.50
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00

RBM CONTRACTORS, LLC.

Contract No: Contr 026
Project Name: Alberta Rd Phase II Reconstruction
C.O. No: 004
Date: 10/11/2023

Estimated Quantity: **1550 LF**

CHANGE ORDER DESCRIPTION **Shalom Drive Sanitary Sewer**

Other Materials							
Sand+Hauling	Ton	982	$9.00	$8,838.00		$2,209.50	$11,047.50
Flex base+Hauling	Cy	295	$25.00	$7,375.00		$1,843.75	$9,218.75
Hotmix+Hauling	Ton	160	$86.00	$13,760.00		$3,440.00	$17,200.00
Concrete	Cy	5	$150.00	$750.00		$187.50	$937.50
				$0.00		$0.00	$0.00
				$108,752.00		**$27,188.00**	**$135,940.00**

Subcontractor	Unit	Quantity	Unit Price	Sub Cost		Markup 5%	Total cost
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		**$0.00**	**$0.00**

	Subtotal	$203,283.80
1%	Bond Cost	$2,032.84
	Total	**$205,316.63**
LF	**Unit Price**	**$132.46**

The Price Quoted for the referenced Project are valid for a period of thirty (30) Days.

RBM Contractors, LLC
9721 E Monte Cristo Rd
Edcouch, TX 78538

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Bid expires on 12/09/23

Line	Quantity	Sell Per	Description	Price Per	Unit Price	Extended Price

AGUAWORKS PIPE & SUPPLY, LLC.

501 W. FM 2812
EDINBURG, TX 78539
PHONE: (956)383-8600
FAX: (956)383-8601

2907 N. CENTRAL AVENUE
BROWNSVILLE, TX 78526-5137
PHONE: (956)831-2500
FAX: (956)831-2525

PROJECT: ALBERTA RD PH II
SEWER CHANGE ORDER

BID DATE: 10/09/2023
LOCATION:
ENGINEER:
ATTENTION:

NOTE 1
PVC PIPE PRICES QUOTED ON THIS BID ARE FIRM FOR ORDERS PLACED WITHIN FIFTEEN (15) DAYS FROM BID DATE AND SHIPPED WITHIN THIRTY (30) DAYS FROM BID DATE AGUAWORKS RESERVES THE RIGHT TO RE-QUOTE PVC PIPE REQUIRED AFTER THE ABOVE DATES. ALL OTHER PRICES ARE FIRM FOR SIXTY (60) DAYS AFTER BID DATE

NOTE 2
ALL SPECIAL ORDERED MATERIALS INCLUDING FABRICATED PIPE ARE NON-CANCELLABLE AND NON-RETURN ABLE ONCE THEY HAVE BEEN RE-LEASED FOR PRODUCTION.

NOTE 3
THIS QUOTATION REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECIFICATIONS AND IS OFFERED AS AN AID TO BIDDING THIS JOB ONLY. MATERIAL QUANITIES ARE NOT GUARANTEED TO BE EXACTLY WHAT YOU WILL TO COMPLETE THIS PROJECT.

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Continued Next Page

THE PRICES AND LEAD TIMES IN
THIS QUOTATION ARE BASED ON
CURRENT MARKET VALUES AND
SUPPLIER AVAILABILITY. IN THE
EVENT OF ANY CHANGES,
AGUAWORKS PIPE & SUPPLY, LLC
RESERVES THE RIGHT TO WITHDRAW
OR AMEND THIS QUOTATION.

Package 001

			MANHOLE		
740	1	EA	4148X4FGMHHW3 48X4'0"X1/2" FIBERGLASS MH 32" W/ 32" OPENNING	2,243.16	2,243.16
750	2	EA	4148X5FGMHHW3 48X5'0"X1/2" FIBERGLASS MH 32" W/ 32" OPENNING	2,377.16	4,754.32
760	1	EA	4148X6FGMHHW3 48X6'0"X1/2" FIBERGLASS MH 32" W/ 32" OPENNING	2,871.62	2,871.62
770	1	EA	4148X7FGMHHW3 48X7'0"X1/2" FIBERGLASS MH 32" W/ 32" OPENNING	3,005.62	3,005.62
780	15	EA	41MASTIC BUTYL MASTIC SEALANT 21' ROLL	11.83	177.45
790	15	EA	4134X2GR 34"X2" HDPE MH ADJUSTING RING	76.24	1,143.60
800	5	EA	41INFLOW32 INFLOW PROTECTOR HDPE F/32 LID	110.00	550.00
810	5	EA	37C32SSED 32" COVER ONLY EDINBURG SEWER SANITARY SEWER "EDINBURG"	307.50	1,537.50
820	5	EA	37R32 32" "RING ONLY" DOMESTIC 226LB	285.00	1,425.00
830	3	EA	47326WWR3/4G 3/4 GAL. KIT 326 WWR JEFFCOAT COMPONENT A - EPOXY RESIN GEL COMPONENT B - CORROSIVE LIQUID N.O.S., CLASS 8 UN1760	298.00	894.00
840	10	EA	1708MATPSMHA 8" TPSMHA-08 WATERSTOP GASKET W/316 SS BANDS	44.00	440.00

Package Sub-total: 19,042.27

Package 002

			12" SANITARY SEWERLINE		
870	1512	FT	03122614 12"X14' SDR26 HW SEWER PIPE	31.80	48,081.60
880	2	EA	012SDT1000 2" X 1000' SEWER DETECT TAPE	41.65	83.30
890	14	EA	LUBE PIPE LUBE QUART SIZE	6.44	90.16

Continued Next Page

			Package Sub-total:		48,255.06
			Package 003		
			4" SEWER SERVICE		
930	12	EA	1712W04GG26 12"X4" SDR26 HW WYE PVC GXGXG	413.94	4,967.28
940	12	EA	17044SG26 4" SDR26 PVC HW SPXG 45 ELL	26.58	318.96
950	12	EA	1704ASXDWV 4" SDR35 X DWV SPXHUB ADAPTER P1213 (SHORT SPIGOT)	9.26	111.12
960	12	EA	17044HHDWV 4" SCH40 PVC-DWV HXH 45 ELL	10.88	130.56
970	12	EA	1704W04HHDWV 4" SCH40 PVC-DWV HXHXH WYE	22.02	264.24
980	12	EA	17044SHDWV 4" SCH40 PVC-DWV SPXH 45 ELL	11.02	132.24
990	12	EA	1704AHFDWV 4" SCH40 PVC-DWV FIPT ADAPTER	7.54	90.48
1000	12	EA	1704PT 4" SDR35 PVC THREADED PLUG	4.35	52.20
1010	12	EA	5304040CH 4" SCH40 PVC SLIP CAP 447-040	12.83	153.96
1020	480	FT	0104040 4"X20' BE SCH40 PVC PIPE	4.10	1,968.00
			Package Sub-total:		8,189.04
			Package 004		
			CONNECT TO EXISTING MANHOLE OPTION 1		
1070	1	EA	1712MA 12" WATER STOP MANHOLE ADAPTER	21.92	21.92
1080	3	EA	01HYD5CEMENT 5 GALLON HYDRAULIC CEMENT PLUG	45.00	135.00
			Package Sub-total:		156.92
			Package 005		
			CONNECT TO EXISTING MANHOLE OPTION 2		
1130	1	EA	1712IT12HWMH 12" INSERTA-TEE FB F/48" FG MH MANF#12P26FB48FGMH 12HW 1/2MH	700.00	700.00

Continued Next Page

1140	1	EA	/65000084622 12-7/8 HOLESAW GOLD SERIES FOR USE WITH A CORING MACHINE	1,842.40	1,842.40

Package Sub-total: 2,542.40

Subtotal: 78,185.69

Tax: .00

Bid Total: 78,185.69

Attn:	**Juan Izaguirre**	**Phone:**	**956-520-8707**
Client:	**RBM Contractors**	**Fax:**	
Project :	**Alberta Rd Reconstruction PHII**	**Email:**	jizaguirre@rbmcontractors.com
Location:	**Alberta Rd, Edinburg**	**Date:**	**4/3/2023**

We are pleased to quote you as follows subject to the terms and conditions herein.

Ready Mixed Concrete (Per ASTM C-94)	**Price**	
3000 PSI 3-5" Slump 1" Agg	$ 124.00	per yard
Class B TxDOT	$ 150.00	per yard
Class A TxDOT	$ 155.00	per yard
Class P TxDOT	$ 165.00	per yard

Price Escalator Effective : 9/1/2023 $ 5.00 per yard
and every 3 months for the duration of project upon review

Additional Items if requested:

Ice for temperature control, in 330 lb increments, 8,250 lb minimum order	$	0.50	per lb
Super Plasticizer	$	10.00	per yard
Fiber 1.5 lb dose	$	10.00	per yard
Retarders	$	-	per yard

Additional Fees:

Fuel Surcharge	**$**	**10.00**	**per load**
Environmental Surcharge	**$**	**10.00**	**per load**
First Hour of Delivery is free. Excess minutes billed at	$	2.50	per minute
Minimum Load Fee (Order 7.5cy or less)			

LTI Schedule		
CY on truck	LTL Fee/Cy	Total Fee
7	$100	$100
6	$100	$200
5	$100	$300
4	$100	$400
3	$100	$500
2	$100	$600

Additional Conditions:

- **There is a fly ash shortage in the Texas market. We will do everything possible to procure fly ash, but we will not guarantee fly ash for this project.**
- ***Should Foundation/Slab require polishing, please contact Territory Manager for Special Concrete Mix Pricing.***
- ***CEMEX is not responsible for temperature control, customer will request ice be added to orders. Other forms of temperature control for concrete can be quoted upon request (to no less then 85 degrees).***
- ***CEMEX is not responsible and/or guarantee entrained air.***
- "Plastic and Drying Shrinkage" cracks are due to construction procedures and/or weather conditions. The customer is responsible for taking the necessary steps to prevent these cracks.
- Any water added on jobsite at customer's or his representative's request exceeding the Water/Cement ratio of the mix design is at customer's own risk and concrete strength will no longer be guaranteed.
- Work hours limited to a maximum of 70 hours per week as determined by DOT regulations.
- Mixes are based on current CEMEX designs and are subject to approval by customer.
- Prices are quoted for delivery during normal working hours excluding Sundays and Holidays. Off hour service quoted upon request.
- Prices subject to applicable sales tax.
- All sales subject to CEMEX's Standard Terms & Conditions. COD sales must be paid in advance prior to loading.
- Payment Terms are Net 10th (10th day of month following delivery). All charges not paid in accordance with agreed terms shall be subject to a service charge of 1.5% per month, 18% per annum or the maximum permitted by law, whichever is less. Any check tendered with an endorsement purporting to be in accord and satisfaction or partial or full release of Seller's right to payment shall be without effect.
- In the event of raw material shortages or other events impacting delivery outside of CEMEX's control, CEMEX reserves the right to evaluate the distribution of ready mix concrete and is not responsible for project delays and costs resulting from any such event.

This quotation is offered for acceptance within 30 days of quote date, after which it is subject to confirmation by the seller.

Respectfully,

Angel Pineda

Angel Pineda
Territory Manager
CEMEX USA
Mobile: 915-383-1534
Angel.Pineda@cemex.com

Customer acceptance:

Date _____

Print Name _____

Signature _____

RBM Contractors

UPPER VALLEY MATERIALS, LLC dba CAPA
hereby submits this quote for consideration on the aforementioned Project

CUSTOMER
2023 Q2 All Bidding Contractors General Quotes

Quote No. U-43201

EFFECTIVE DATE: **3/20/2023**

Attention:	Estimating Department
Engineer	South Texas Infrastructure
Sales Rep	Steve Boyd
Prepared By	Lulu Torres

PROJECT	
Alberta Road Reconstruction- Phase 2 Bid No.2023-006	
Bid Date & Time:	04/04/23-3pm
Owner:	Edinburg City

QTY	U/M	ITEM	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED
1	TN	ASPHTY...	HOT MIX (HMAC) TYPE D W/RIVER ROCK - F.O.B. PEÑITAS PLANT	74.00	74.00
		SBoyd	Contact Steve Boyd, 956-369-5250, with any questions		0.00
		N101	"All Bidding Contractors" quote is valid for bidding purposes only. When ready to purchase, Do Not sign and/or generate a PO from this quote. Request a quote made out in your name.		0.00
		N107	Pricing is provided for ESTIMATING purposes only. Due to market conditions outside of our control that include, but are not limited to increased cost of raw materials, pricing is subject to change and will be billed at the current market price at time of order.		0.00
		N108	Due to the current global market conditions outside of our control for raw materials, item(s) ordered are subject to availability at the time order is placed and possibly during the duration of the project.		0.00

Per State Law, All Material subject to Sales Tax. State of Texas Form: 01-339 must be on file to exempt tax from this Sale.

ESTIMATED TOTAL: $74.00

QUOTE, TERMS & CONDITIONS
ACCEPTED BY:_____ DATE:_____

P.O.#:_____ JOB #_____TAX_____NONTAXABLE_____

TERMS AND CONDITIONS, UNLESS OTHERWISE SPECIFIED

1) Sales are COD, or Net 10th of the following month with approved Credit. Additional Terms/Conditions apply
2) In order to provide a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies and we will promptly revise our quotation.
3) Prices are subject to change without notice.
4) We reserve the right to modify this quote and match prices provided by any competitor.
5) The pricing herein is offered based on servicing the complete project. We reserve the rights to adjust the quoted prices should our quote not be accepted in full.
6) If the customer is in deliquency and decides to purchase material somewhere else, the Customer will still be responsible for purchasing all pending materials left for delivery.
7) Quote is Valid for 30 days from issue date or bid date, whichever is greater.
8) Quote pricing is non-transferable to other project(s).

CAPA
CONCRETE ▲ ASPHALT ▲ PIPE ▲ AGGREGATES

DBA: UPPER VALLEY MATERIALS, LLC
3609 W Palma Vista Dr | Palmview, TX 78572
Main (956) 432-0600 | Sales Fax (956) 583-2086
Email: sales@capatexas.com | Web: www.capatexas.com

RBM CONTRACTORS, LLC.

2919 N. Kenyon Rd, Ofc 2 - Edinburg, Tx 78542

ID # PCO # 005

QUOTED TO: **City of Edinburg**

PROJECT NAME: Alberta Rd Ph II Reconstruction

ATTENTION TO: Victor Trevino, P.E., City of Edinburg

COUNTY: HIDALGO

ITEM #	TYPE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
		Alberta Rd Ph II Reconstruction				
		6" Short Service	3.00	EA	$3,337.33	$10,011.99
		4" Short Service	3.00	EA	$2,579.31	$7,737.93
		6" Long Service	2.00	EA	$4,916.26	$9,832.52
		4" Long Service	4.00	EA	$3,685.44	$14,741.76
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					SUB-TOTAL	**$42,324.20**
					GRAND TOTAL	**$42,324.20**

Comments:

RBM is requesting +7 Calendar Days to the contract.

RBM CONTRACTORS, LLC.

PROJECT:	Alberta Rd Ph II Reconstruction	HWY:	Alberta Rd
COUNTY:	Hidalgo County	DATED:	10/23/2023
C.O No:	005	QUANTITY:	12 EA

CHANGE ORDER DESCRIPTION

Shalom Drive Sanitary Sewer

CHANGE ORDER TOTALS

LABOR	$6,937.50	+	25% Compensation	$1,734.38	
		+	55% Premium	$3,815.63	
				TOTAL LABOR	$12,487.50
EQUIPMENT	$10,493.40	+	15% Compensation	$1,574.01	
				TOTAL EQUIPMENT	$12,067.41
MATERIAL	$13,880.19	+	25% Compensation	$3,470.05	
				TOTAL MATERIAL	$17,350.24
SUBCONTRACT	$0.00	+	5% Administrative	$0.00	
				TOTAL SUBCONTRACT	$0.00
BOND			1% of Sub Total		$419.05
TOTAL					$41,905.15
			1% Bond		$419.05
				TOTAL PAYMENT	**$42,324.20**
			EA	**Unit Price**	**3,527.02**

I hervy certify that the above is a true and correct statement of the amounts payable to **RBM Contractors, LLC**, which are just charges as contingency expendituress incurred on this project.

Abrahamn Izaguirre

Authorized Signer

10/23/2023

Date

The Price Quoted for the referenced Project are valid for a period of thirty (30) Days.

RBM CONTRACTORS, LLC.

Contract No: Contr 026
Project Name: Alberta Rd Phase II Reconstruction
C.O. No: 005
Date: 10/23/2023

Estimated Quantity: **12 EA**

CHANGE ORDER DESCRIPTION **Short & Long SS Services off W. Alberta Rd; Near Shalom Dr.**

Labor	Days	Hr	Rate	Base Total	Taxes/Insur 55%	Markup 25%	Total cost
6" Short Services (3 EA)							
Equipment Operator	1.5	10	$22.50	$337.50	$185.63	$84.38	$607.50
Utility Laborer	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
Common Laborer	1.5	20	$17.00	$510.00	$280.50	$127.50	$918.00
CDL Driver	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
4" Short Services (3 EA)							
Equip. Operator	1.5	10	$22.50	$337.50	$185.63	$84.38	$607.50
Utility Laborer	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
Common Laborer	1.5	20	$17.00	$510.00	$280.50	$127.50	$918.00
CDL Driver	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
6" Long Services (2 EA)							
Excavator Operator	1.5	10	$22.50	$337.50	$185.63	$84.38	$607.50
Utility Laborer	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
Common Laborer	1.5	20	$17.00	$510.00	$280.50	$127.50	$918.00
CDL Driver	1.5	10	$18.00	$270.00	$148.50	$67.50	$486.00
4" Long Services (4 EA)							
Excavator Operator	3	10	$22.50	$675.00	$371.25	$168.75	$1,215.00
Utility Laborer	3	10	$18.00	$540.00	$297.00	$135.00	$972.00
Common Laborer	3	20	$17.00	$1,020.00	$561.00	$255.00	$1,836.00
CDL Driver	3	10	$18.00	$540.00	$297.00	$135.00	$972.00
				$6,937.50	**$3,815.63**	**$1,734.38**	**$12,487.50**

Equipment	Days	Hr	Rate	Base Total		Markup 15%	Total cost
Excavator	7.5	8	$137.11	$8,226.60		$1,233.99	$9,460.59
Backhoe	7.5	4	$22.97	$689.10		$103.37	$792.47
Water Truck	7.5	4	$52.59	$1,577.70		$236.66	$1,814.36
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$10,493.40		**$1,574.01**	**$12,067.41**

Materials/Other	Unit	Quantity	Unit Price	Material Cost		Markup 25%	Total cost
Short 6" Material Package	LS	1	$3,926.51	$3,926.51		$981.63	$4,908.14
Short 4" Materal Package	LS	1	$2,125.26	$2,125.26		$531.32	$2,656.58
Long 6" Material Package	LS	1	$3,809.34	$3,809.34		$952.34	$4,761.68
Long 4" Material Package	LS	1	$3,719.08	$3,719.08		$929.77	$4,648.85

RBM CONTRACTORS, LLC.

Contract No: Contr 026
Project Name: Alberta Rd Phase II Reconstruction
C.O. No: 005
Date: 10/23/2023

Estimated Quantity: **12 EA**

CHANGE ORDER DESCRIPTION **Short & Long SS Services off W. Alberta Rd; Near Shalom Dr.**

				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
Other Materials							
Sand Backfill	LD	2	$150.00	$300.00		$75.00	$375.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$13,880.19		**$3,470.05**	**$17,350.24**

Subcontractor	Unit	Quantity	Unit Price	Sub Cost		Markup 5%	Total cost
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		**$0.00**	**$0.00**
						Subtotal	$41,905.15
					1%	Bond Cost	$419.05
						Total	**$42,324.20**
					EA	**Unit Price**	**$3,527.02**
	The Price Quoted for the referenced Project are valid for a period of thirty (30) Days.						

All Services to be Schedule 40.
Please reference the attached details

Short
3- 6"
3-4"

Long
2-6"
4- 4"

(2) - 4" Service

(2) - 4" Service

(2) - 6" Service

6" Service

6" Service

(3) - 4" Service

6" Service

Shalom Dr

Shalom Dr

S Business Highway 281

S Business Highway 281

W Alberta Rd

W Alberta Rd

W Alberta Rd

Casa Blanca St

S Calle Divina

Northern Dancer Ave

Northern Dancer Ave

Calle Encanta

Calle Tranqui

El Sueno

Forego Ave

Affirmed Ave

Seattle Slew

Secretariat Blvd

Highway 281

281

281

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Alberta Road SS Services

REQUESTED BY: GRANTS DEPARTMENT | CREATED BY: ENGINEERING | DATE: October 2023

THE CITY OF EDINBURG TEXAS

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

	A	B	C	D	E	F	G	H
1	Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2021 Rate
152	8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$14.62
153	8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$19.02
154	8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$20.46
155	8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$57.67
156	8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$82.48
157	8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$137.11
158	8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$272.66
159	8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$309.18
160	8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$472.94
161	8287	Excavator	2007 model Gradall XL3100 III		184		hour	$104.57
162	8288	Excavator	2003 model Gradall XL4100 III		238		hour	$120.67
163	8289	Excavator	2006 model Gradall XL5100		230		hour	$135.66
164	8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$4.46
165	8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$13.63
166	8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$18.66
167	8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$26.03
168	8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$57.41

	A	B	C	D	E	F	G	H
1	Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2021 Rate
339	8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$22.97
340	8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$30.36
341	8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$43.91
342	8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$52.69
343	8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$18.40
344	8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$27.35
345	8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$39.34
346	8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$44.18
347	8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$88.36
348	8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$12.81

	A	B	C	D	E	F	G	H
1	Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2021 Rate
460	8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$7.09
461	8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$11.95
462	8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$12.22
463	8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$28.95
464	8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$52.59
465	8788	Container & Roll Off Truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$24.06
466	8789	Truck, Tractor	1997 Freightliner F120		430		hour	$57.61
467	8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$40.49
468	8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$49.93
469	8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$57.25
470	8793	Truck	Ford F-450 Cutaway Truck		225		hour	$85.78
471	8794	Truck, Freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$27.63
472	8795	Truck, Backhoe Carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$35.04

Bid Proposal for Alberta Rd Ph II Reconstruction-Sewer Services RQF

RBM CONTRACTORS LLC
Job Location: Edinburg, TX
Bid Date: 10/23/2023
Core & Main 3185739

Core & Main
100 N 1st St
McAllen, TX 78502
Phone: 956-631-3341
Fax: 956-687-5918

Seq#	Qty	Description	Units	Price	Ext Price
10		**SHORT 6"**			
20	3	6X6 HW SWR SDR26 WYE GXG	EA	157.15	471.45
30	3	6 PVC DWV HUB X SDR35 SP ADPT	EA	74.29	222.87
40	3	6 SCH40 DWV 45 HXH STANDARD SWEEP	EA	95.72	287.16
50	100	6 PVC SCH40 PIPE SWB 20'	FT	16.25	1,625.00
60	3	6 SCH40 DWV 2-WAY C/O TEE	EA	320.00	960.00
70	3	6 SCH40 DWV CLEANOUT ADPT SPXF MALE SPIGOT END X FIPT	EA	25.72	77.16
80	3	6 SCH40 DWV C/O MIPT PLUG	EA	94.29	282.87
100		**SHORT 4"**			
110	3	8X4 HW SWR SDR26 WYE GXG	EA	192.31	576.93
120	3	PL-TR G944 4X4 ADAPTER SEWER S PIGOT X S/W DWV HUB	EA	58.47	175.41
130	3	4 SCH40 DWV 45 HXH	EA	96.93	290.79
140	100	4 PVC SCH40 PIPE SWB 20'	FT	6.99	699.00
150	3	4 SCH40 DWV 2-WAY C/O TEE HXH	EA	110.77	332.31
160	3	4 SCH40 DWV CLEANOUT ADPT SPXF	EA	7.70	23.10
170	3	4 PVC SWR CLEANOUT PLUG MIPT	EA	9.24	27.72
				SUBTOTAL	**6,051.77**
180		**LONG 6"**			
190	2	6X6 HW SWR SDR26 WYE GXG	EA	157.15	314.30
200	2	6 PVC DWV HUB X SDR35 SP ADPT	EA	74.29	148.58
210	2	6 SCH40 DWV 45 HXH STANDARD SWEEP	EA	95.72	191.44
220	140	6 PVC SCH40 PIPE SWB 20'	FT	16.25	2,275.00
230	2	6 SCH40 DWV 2-WAY C/O TEE	EA	320.00	640.00
240	2	6 SCH40 DWV CLEANOUT ADPT SPXF MALE SPIGOT END X FIPT	EA	25.72	51.44
250	2	6 SCH40 DWV C/O MIPT PLUG	EA	94.29	188.58
270		**LONG 4"**			
280	4	8X4 HW SWR SDR26 WYE GXG	EA	192.31	769.24
290	4	PL-TR G944 4X4 ADAPTER SEWER S PIGOT X S/W DWV HUB	EA	58.47	233.88
300	4	4 SCH40 DWV 45 HXH	EA	96.93	387.72
310	260	4 PVC SCH40 PIPE SWB 20'	FT	6.99	1,817.40
320	4	4 SCH40 DWV 2-WAY C/O TEE HXH	EA	110.77	443.08
330	4	4 SCH40 DWV CLEANOUT ADPT SPXF	EA	7.70	30.80
340	4	4 PVC SWR CLEANOUT PLUG MIPT	EA	9.24	36.96

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.E.
RFP No. 2023-02

1. **Agenda Item:**
Consider the Approval of Change Order No. 1 for RFP No. 2023-02 to for the Edinburg ACE Building for an Amount Not to Exceed $221,604.26 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
On November 01, 2022, the Edinburg City Council approved awarding RFP 2023-002, ACE Project to Gerlach Builders and authorized the City Manager to negotiate an agreement related thereto. On November 15, 2022, the Edinburg City Council approved the agreement for RFP No. 2023-02 to Gerlach Builders, LLC for the Edinburg ACE Building for an Amount Not to Exceed $13,159,963.40 for Base Proposal and $1,938,000.00 for Alternate 2 Proposal and authorized the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Change Order No. 1 is being requested because the design for the house lights and theater lights were originally included in Alternate 3 (Theatrical Lighting System) as one complete design and was not approved as part of the agreement on November 15, 2022. Change Order No. 1 is necessary to provide a central control for the lighting in the ballroom and reception area. This panel will also provide a central control for a future addition of the theater lights. This panel will be located in the rear of the ballroom.

The Edinburg ACE Building consists of a 36,800 square foot multi-purpose building to host art classes, cultural events, conferences and other social events, as well as house some city operational functions. The building also includes a café area and is located just west of the newly built Promenade Park Amphitheater and Water Garden, becoming Phase 2 of the revitalization of the area.

This project was budgeted through Bond Series 2021A (I40-9500-611801) and is expected to be completed by May 2024. Within this design is the panel that controls both lighting system. The house lights are the lights in the ballroom. No additional time is being requested.

3. **Staff's Recommendation:**
Approve Change Order No. 1 for RFP No. 2023-02 for the Edinburg ACE Building for an Amount Not-to-Exceed $221,604.26 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:
Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa
City Engineer

Attachments:

A. Change Order 001 House Lighting Panel

CHANGE ORDER NO.: 01

October 4, 2023

Owner: City of Edinburg **Owner's Project No.:** 2022-025

Architect: ERO Architects

Project: Edinburg ACE

Contractor: Gerlach Builders, LLC dba Wil-Con

Date Issued: October 4, 2023

Effective Date of Change Order: October 4, 2023

The Contract is modified as follows upon execution of this Change Order:

Description:
Integration of House Lighting Panel as indicated on attached proposal from Gerlach.

Attachments: Change Order Request 020

Change in Contract Price		**Change in Contract Times**	
Original Contract Price:		Original Contract Times:	
		Substantial Completion:	April 12, 2024
$	15,097,963.40	Ready for final payment:	May 12, 2024
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
		Substantial Completion:	April 12, 2024
$	15,097,963.40	Ready for final payment:	May 12, 2024
Increase this Change Order:		**[Increase] [Decrease]** this Change Order:	
		Substantial Completion:	N/A
$	221,604.26	Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
		Substantial Completion:	N/A
$	15,319,567.66	Ready for final payment:	N/A

Recommended by Architect

By: _____

Title: Eli R. Ochoa, PE, AIA / Principal

Date: 10/04/2023

City of Edinburg - Engineering

_____

Mardoqueo Hinojosa / City Engineer

_____

City of Edinburg – City Manager's Office

By: _____

Title: Myra L. Ayala / City Manager

Date: _____

APPROVED AS TO FORM

THE OMAR OCHOA LAW FIRM

By: _____

Name/Title: Omar Ochoa/City Attorney

Date: _____

City of Edinburg - Finance

By: _____

Title: Ascencion Alonzo/ Finance Director

Date: _____

City of Edinburg - Finance

_____

Criselda Lozano /Purchasing Agent

_____

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1106-Edinburg Arts, Cultural & Events Center
315 W. McIntyre St.
Edinburg, TX 78541

Project # 1106
Tel: (956) 781-9781 Fax:

Change Order Request: 020 **Date: 9/21/2023**

To:
ERO Architects

From:
Airika Stevens
Gerlach Builders, LLC
918 Big Horn Dr.
Edinburg, TX 78542

Description	Category	Status
Panel for Lighting		Pending

Reference	Required By	Days Req	Amt Req
	9/28/2023	5	221,604.26

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description		**Notes**				
025	9/21/2023		221,604.26	0	Change Order	Direct Costs
Panel for Lighting						

Item No	Item Description	Amt Prop	Reference
001	Texas Scenic Panel For LIghtings	199,318.00	
Level 2	5.00% Profit Markup	9,965.90	
Level 3	1.00% Insurance Markup	8,092.83	
Level 4	1.00% Bond Markup	4,227.53	

Approved By:

Signature _____ _____

Name _____ **Date**

Texas Scenic Co.

Theatrical stage equipment that stands behind a professional performance

QUOTATION

To:	Gerlach Builders	From:	Michael Freeman
Attn:	Airika	Date:	July 14, 2023
Re:	Edinburg ACE	Pages:	4
Email:	bids@wil-con.com	Voice:	956-378-9691

Thank you for the opportunity to offer a bid on this project. The following price is based on Texas Scenic Company's interpretation of the specifications and drawings. Texas Scenic shall not be responsible for items or equipment not included in these documents. The price given below is for installation of equipment, labor, and materials to provide the equipment listed below in the BOM. **This price does not include any necessary electrical requirements, including, but not limited to conduit, wiring and terminations of 120v+ power circuits or back-boxes that shall be by others.**

The cost for this equipment and installation labor is $199,318.00

Texas Scenic Scope:

- **Furnish all equipment per attached BOM**
- **Installation of all low voltage lighting controllers**
- **Furnish specialty back boxes and racks/panels for EC to install**
- **Furnish and install all low voltage wire**
- **Low voltage termination and commissioning of lighting system**
- **Training of lighting system**

EC Scope:

- **Furnish and install all conduit and pull strings**
- **Furnish and install all standard back boxes**
- **Furnish and install all AC (120v+) power circuits, receptacles, and standard power panels**
- **Installation of specialty back boxes and racks/panels provided by TSC.**

*Schedule Notes:
Submittals: drawings 6-8 weeks
Fabrication: 8 to 12 weeks
Installation: 2 weeks

Ballrooms

I. Power Control Devices to consist of:

A. MBP-2

1	7131A1061	**IQ48** - Sensor IQ Mains Feed Wall Mount panel to Contain: 3 phase 120/208V; 400A;48 Pole breaker sub panel with no breakers 5 - 2x250MCM Main Lugs w/option for main breaker 1 - Built-in Sequencer 1 - DMX Interface 1 - Astro and realtime Timeclock
1	7131A1551	**IQ DOOR 120-48S** - Sensor IQ Door, for surface mount 48-circuit panel
47	CB852-2	**IQ SM B20** - Sensor IQ 120V 20A single pole intelligent breaker with relay; includes reporting for current, breaker trip, and relay state.
1	CB1026-2	**IQ B20** - Sensor IQ 120V 20A single pole breaker
1	7131K1001	**IQ-CI** - Sensor IQ Contact Input Option 24 Dry contact inputs
1	7131K1003	**IQ-LVD** - Sensor IQ Low Voltage Control Option 24 0-10V outputs 400 mA Maximum current sink per output

B. CS

1	7158A1002	**PSP-200** - PowerSafe Pro 200A Company Switch with: 200A 3P circuit breaker PowerSafe compartment 6 wire (double neutral) Cam-Lok output Terminals for bare lead tie-in LED Work Light LED phase indicators Shunt trip protection of connection chamber

II. Equipment Racks to consist of:

A. CDR

1	QUOTE-10031	**RACK** - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill
1	QUOTE-10273	**REAR** - Mounting or securing system for rack above with quad power box
1	QUOTE-10032	**DOOR** - Door for Rack

1	QUOTE-10274	**RACK HW KIT** - Hardware Kit for Equipment racks with blank panels and required hardware
1	M819	**FURMAN PL-8C** - Rack-mount Dimmable Light Module / Power Conditioner
1	Custom Item	Dual Gooseneck LED Rack Light Panel
1	SGE1570	Rack mount Middle atlantic work light
1	7180A1013	**ERN2-RM-120** - ERn2 Enclosure Rack-mount 100-120V
1	7180A1029	**P-ACP3** - Paradigm Architectural Control Processor for use in DRd Racks and ERn Units. Includes front network connector, front USB, and front SD card reader, backlit number keypad, selector wheel, and backlit display. Supports 1,024 channels of DMX and a max of 128 stations.
1	7182A1701	**P-SPM-E** - Paradigm Station Power Module - supports 63 stations and (1) 500m wire segment
1	2100A2008	**PATCH PANEL 24X** - 2U 19" rack-mount patch panel with 24 open slots
23	N2027	Cat5e Modular Jack for above Patch Panel
1	SGJ1106	UTP Pass through for patch panel
1	PJE1021	Snap-in blank for above Patch Panel
1	SGE1061	**MAP BR1** - 1U Brush Grommet Panel
24	N4035	2' CAT5 Patch cable, black
1	SGN-CBS28P-M	**CBS350-24P-4G-NA** - Cisco Business 350 Switch with: 24 10/100/1000 PoE+ ports with 195W power budget 4 Gigabit SFP Fanless operation standard ETC configuration preloaded
1	SGN1406-M	**PWPP RM P4 TERM REAR** - Pathway 4 Port Rack-Mount Gateway Terminal
1	SGE1297	**MAP D3LK** - 3 rack unit rack drawer with black annodized finish and key lock
1	SGPS07	**APC SMART UPS** - APC Smart-UPS 1500VA/1340W rack-mount UPS with 6 - NEMA 5-15R outputs -USB

III. Architectural Control Devices to consist of:

A. HL2 - BC101, BC102, BC105, BC106, BC107, BC109, and BC117

7	QUOTE-20006	**UH10002-_Z** - (Color TBD)1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined
7	7181B2005	**UH10002** - 1-gang, 2-button electronics assembly w/IR Port

B. HLM - BC103 and BC113

2	7184A1541-4	**P-TS7-E-4** - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - Ethernet termination kit
2	7184A1502	**P-LCD-FBB** - Paradigm flush mount touchscreen back box

Lobby

IV. Distribution Devices to consist of:

A. WB LD201 thru LD204 with LC201 thru LC204

4	7099A1302-1	**RLP-CX** - Retractable Lighting Position with 3 - 20A Grounded Twist-Lock (L5-20R) connectors and 1- DMX output connector (42" Schedule 40 1½" black pipe included)

V. Architectural Control Devices to consist of:

A. HLM - LC101

1	7184A1541-4	**P-TS7-E-4** - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - Ethernet termination kit
1	7184A1502	**P-LCD-FBB** - Paradigm flush mount touchscreen back box

General Notes:

- This price does not include any applicable bonds or taxes.
- This quote is based on Texas Scenic Company's standard terms and conditions and the issuances of an AIA 401 contract.
- Texas Scenic Company carries insurance limits which are standard for our industry and additional insurance and bonding is available upon request.
- Material costs are very volatile currently. TSC can hold the proposal price for 30 days.

If there are any questions, please give me a call.

Michael Freeman
Texas Scenic Company

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.F.
Enter into Job Task Order No. 1 with Milnet Architectural Services, Inc.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into Job Task Order No. 1 with Milnet Architectural Services, Inc. for the New Restrooms at the Bicentennial, Memorial & Frontier Parks for an Amount Not to Exceed $63,000 or 6% of Construction Cost and Authorize the City Manager to Execute any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Tomas Reyna, Assistant City Manager]

2. **Description:**
Milnet Architectural Services is pleased to offer its services to the City of Edinburg for the new restrooms at the Bicentennial, Memorial, and Frontier Parks. The scope of work that the project entails is for full Architectural, Civil, MEP, and structural design services for the new restroom addition at the Bicentennial, Memorial, and Frontier Parks.

Bicentennial Park scope of work:
1. New restrooms with concession stand and storage
2. New sidewalks

Memorial Park scope of work:
1. New restrooms with concession stand and storage

Frontier Park scope of work:
1. New restrooms

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into Job Task Order No. 1 with Milnet Architectural Services, Inc. for the New Restrooms at the Bicentennial, Memorial & Frontier Parks for an Amount Not to Exceed $63,000 or 6% of Construction Cost and Authorize the City Manager to Execute any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Tomas Reyna
Assistant City Manager

Attachments:
A. Job Task Order-Milnet

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILNET ARCHITECTURAL SERVICES, PLLC FOR PARK RESTROOMS AT VARIOUS PARKS

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Milnet Architectural Services, PLLC dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Milnet Architectectural Services, PLLC (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **September 6, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Architectural Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Architectural, Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Architectural Services for the Park Restrooms at Various Parks as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Architectural Services for the Park Restrooms at Various Parks at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

MILNET ARCHITECTURAL SERVICES, PLLC.

BY:_____
Rodolfo R. Molina, Jr., AIA
President
608 S. 12th. St.
McAllen, Texas 78501
Phone: (956) 688-5656
Email: rudym@milnet-archservices.com

Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT “A”

Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

PROPOSAL AGREEMENT

City of Edinburg
New Restroom Addition – Bicentennial, Memorial & Frontier Parks

Attn: Mardoqueo Hinojosa, PE, CFM

Milnet Architectural Services is pleased to offer its services to the City of Edinburg for the new restrooms at the Bicentennial, Memorial & Frontier Parks.

SCHEDULE A - SCOPE OF SERVICES

The scope of work that the project entails is for full Architectural, Civil, MEP, and Structural design services for the new restroom addition at the Bicentennial, Memorial & Frontier Parks.

Bicentennial scope of work is as follows:

1. New restrooms with concession stand and storage.
2. New sidewalks.

Memorial Park scope of work:

1. New restrooms with concession stand and storage.

Frontier Park scope of work:

1. New restrooms addition.

SCHEDULE B – REIMBURSABLES

Reimbursable amounts will carry a ten (10%) percent markup and are as follows:

1. TDLR TAS plan review and registration
2. Printing of construction documents for bidding.

All in-house plots, faxes and communication are part of our base fee. Any other services required past this proposal agreement, will be charged at our hourly rate (refer to attached Exhibit “A”).

Items provided by owner:

Electronic Drawings and Backgrounds (if any).
Materials testing
Existing Site Assessment and Utility locations

Items provided by owner (cont.):

AEP Easement Survey (if needed) and Plat Survey
Soils Reports (at owner’s expense).

Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

SCHEDULE C - FEE

As requested, we are providing you with the following design fee for the aforementioned project:

DESCRIPTION	COST
Design Fee for Scope of Services	6% of Construction Cost based on $1,680,000 budget.

Payment shall be due net thirty (30) days upon completion, according to the following schedule:

Percentage of Total Contract Billing By Phase	Completion Point - Tentative Dates
10%	Schematic Design Set for Review.
25%	Design Development Set for Review.
40%	Construction Documents for Bids.
05%	Bidding
20%	Construction Observation.

Owner requested plots are reimbursable at a rate of $5.00 per plot. Neither Milnet, nor their agents or employees shall be jointly, severally, or individually liable to the Client (City of Edinburg), in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

If this Proposal Agreement is acceptable to the City of Edinburg, we can then enter into an A.I.A. B101-2017 Contract or a City equivalent contract agreement with these terms. Thank you again for the opportunity to be of service. Should you have any questions regarding this proposal, please contact our company at (956) 688-5656 or via email at rudym@milnet-archservices.com

Sincerely,

Rodolfo R. Molina, A.I.A.
President
Milnet Architectural Services, PLLC

Client Approval:

_____
Print Name Date

_____
Signature

Note to Client: The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statues, Articles 249a.

Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

EXHIBIT "A" – HOURLY BILLING RATE

Additional services required by the Client that may arise and are not outlined in the above-mentioned Proposal Agreement, shall be compensated on an hourly basis as follows:

Hourly Rates

Principal Architect	$200.00
Project Architect	$150.00
Project Manager	$125.00
Intern Architect I	$100.00
Intern Architect II	$ 90.00
Intern Architect III	$ 85.00
Technician	$ 80.00
Administrative Assistant	$ 55.00

EXHIBIT “B”

THE CITY OF Edinburg

CONTRACT NO.

C-492(d)-22

City Council Approved:

September 6, 2022

To:

Myra L. Ayala, City Manager/Marissa Mardoqueo Hinojosa, City Engineer/Rocio Lorena Fuentes, Asst. Purchasing Manager
Clarice Balderas, City Secretary
Rick Rodriguez, Central Files

EDINBURG All-America City 2000

From:
Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILNET ARCHITECTURAL SERVICES, PLLC, FOR PROFESSIONAL ARCHITECTURAL SERVICES, PURSUANT TO RFQ 2022-006.

COMMENTS:
09-23-22 Omar, please approve.
09-23-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-27-22 Clarice, please attest and return originals to me for further processing.
09-28-22 Lorena, attached is the Form 1295 for processing. VIA EMAIL ONLY.
09-28-22 Rocio, an original for your files.
09-28-22 Rick, an original for Central Files.

C-492(d)-22

THE CITY OF Edinburg

MEMORANDUM

DATE: 9/23/2022

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa P.E., City Engineer- Engineering Department

SUBJECT: Agreement between the City of Edinburg and Milnet Architectural Services PLLC. for Architectural Services

Attached you will find Agreement between the City of Edinburg and Milnet Architectural Services for Architectural Services Pursuant RFQ No. 2022-006 for review and approval. This agreement is part of the rotation list that will remain in effect for a two (2) year period.

Attachments requiring signatures:

2-Agreement

_X_ Approved by City Council on **September 6, 2022** City Council approved final form of the agreement on **September 6, 2022**

__ Approval by City Council not required

_X_ Meets purchasing requirements

_X_ This item is Budgeted

_X_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Approved by: _____

Omar Ochoa, City Attorney Myra L. Ayala, City Manager

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILNET ARCHITECTURAL SERVICES, PLLC PROFESSIONAL ARCHITECTUAL SERVICES PURSUANT RFQ NO. 2022-006**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Milnet Architectural Services, PLLC** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Architectural Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional architectural services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

608 S. 12th. St.
McAllen, Texas 78501
Attn.: Rodolfo R. Molina, Jr., AIA

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

MILNET ARCHITECTURAL SERVICES, PLLC.

BY:_____
Rodolfo R. Molina, Jr., AIA
President
608 S. 12th. St.
McAllen, Texas 78501
Phone: (956) 688-5656
Email: rudym@milnet-archservices.com

Attachments: **Exhibit "A" RFQ 2020-006, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILNET ARCHITECTURAL SERVICES, PLLC FOR ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2022-006

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-006 ARCHITECTURAL SERVICES

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REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-006
ARCHITECTURAL SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com , or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer,** at (956) 388-8211.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2022-006
ARCHITECTURAL SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,"** and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS
It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ
RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ
If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT
The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **ARCHITECTURAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An original and Five (5) **COPY** sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-006 ARCHITECTURAL SERVICES". In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Engineering is currently seeking to retain a rotation list of qualified professional Architectural firms to provide Architectural services. The term of the contract will be two (2) years

from 10/01/2022 – 09/30/2024. The services request is of qualified architect firms with expertise in all phases of the design, construction, repairs, or additions of all city public buildings. It is anticipated that architectural firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. **Planning research**: Review, synthesize, update and/or supplement as required completed trial court facilities master plans and/or court programs;

2. **Site analysis and consultation:** Perform site analyses, including test fits, parking, traffic, zoning, geotechnical, on- and off-site utility and related utilization studies; participate in and coordinate with AOC staff, legal counsel, consultants and real estate brokers in site selection and acquisition activities (Real Estate brokerage services are not included in scope of services of this RFQ);

3. **Land use entitlement:** Participate in the preparation of environmental studies and reports as required under CEQA and related local and state laws and regulations, and coordinate required mitigations with site and building design (Environmental site surveys and hazard documentation, EIR preparation, and site remediation services are not included in scope of services of this RFQ);

4. **City planning:** Conduct city-wide operations master planning and analysis; conduct functional programming, design definition and space planning for court building functions;

5. **Architectural and engineering design services:** Provide architectural, structural, civil, mechanical, electrical, plumbing, security, acoustical, interior design, lighting, data/telecommunications, graphics, and related services which may be required in connection with planning, design and execution of renovation and or new building projects. Special services may be requested as warranted by specific projects, including but not limited to, campus planning, geotechnical engineering; land surveys; wind engineering; vibration control; life safety/code consulting; audio visual; physical and electronic security design; parking structure design; and parking revenue control;

6. **Code analysis:** Conduct and/or participate in building, planning, access, and historical code analyses and reviews for new and existing facilities;

7. **Entitlements and approvals:** Identify, coordinate, and support the acquisition of any required entitlements or approvals by local, state, and federal agencies;

8. **Sustainable Design:** Develop, analyze, and implement programs for sustainable site and building design, including LEED goals and documentation;

9. **Contracting and sourcing:** Provide consultation on and analysis of methods of project delivery methods, such as design/bid/build, design/build, and CM @ Risk; participate in preparation of associated conventional or unique contract documents required for procurement; (Legal services,

construction management, and construction services are not included in the scope of services in this RFQ);

10. **Cost analysis and schedule planning:** Provide and/or participate in all aspects of project cost estimating and schedule planning, including construction estimating, life cycle costing, value engineering, critical path and special scheduling;

11. **Design services for furniture, fixtures and equipment:** Provide all services required to properly plan, design, specify and coordinate furniture, fixtures, special finishes and equipment;

12. **Site planning and landscape architecture:** Provide all services required to, design, specify and coordinate site design, including grading, utilities, parking lots, roads, driveways, hardscape, landscape, lighting, and irrigation;

13. **Construction contract administration:** Provide construction administration services, including field observations, submittal review, testing and inspection bid document preparation (testing laboratory or construction inspection services are not part of this RFQ), requisition and procurement of specialized pricing and consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout;

14. **Building Commissioning:** Participation in development of building commissioning documents and procedures; specification of commissioning procedures, and participation in commissioning program. (Specialized Commissioning agent services are not part of this RFQ);

15. **Move and occupancy planning:** Planning, design and execution of temporary relocations, move planning, and start-up assistance;

16. **Public Art:** For projects that include a public art component provide the services of an artist experienced in creation and installation of artworks in and surrounding public buildings;

17. **Project Reviews:** Participate in peer and constructability reviews of projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly

basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Architectural Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit Six (6), one (1) original and Five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022
RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **ARCHITECTURAL SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

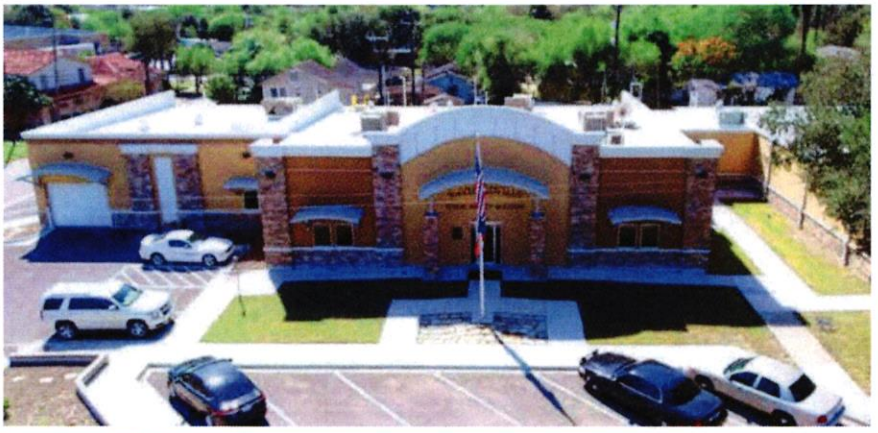
EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

THE CITY OF Edinburg

STATEMENT OF QUALIFICATIONS FOR
ARCHITECTURAL SERVICES

RFQ # 2022-006



AUGUST 2, 2022

STATEMENT OF QUALIFICATIONS BY:

Milnet
Architectural
Services, PLLC
608 S. 12th St., McAllen, Texas 78501
p.(956) 688-5656 | f.(956) 687-9289
www.milnet-archservices.com

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Appendices | Conflict of Interest Disclosure
House Bill 89 Verification
Senate Bill 13 Verification
Senate Bill 19 Verification
Non-Collusion Affidavit

August 2, 2022

Milnet Architectural Services, PLLC
608 S. 12th St., McAllen, Texas 78501
p.(956) 688-5656 | f.(956) 687-9289
www.milnet-archservices.com

City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

RE: Architectural Services for
New Service Center

Dear Evaluation Committee,

Milnet Architectural Services is pleased to submit its qualifications for professional architectural services to the City of Edinburg. Milnet offers the convenience of a local, HUB certified firm experienced in municipal facilities.

Services Provided | Our firm offers full architectural and project management services through all phases of design and construction including programming, schematic design, design development, construction documents, bidding, permitting and construction administration. As a firm specializing in architectural services, we have a unique level of technical experience in the design and execution of construction projects. Our team has the resources and prior work experience to manage the quality of work, maintain the project schedule, control the cost, and most importantly, coordinate the communication and project records to guide the project through completion.

Prior Experience | We have over twenty-two (22) years of experience and look forward to bringing this wealth of experience and knowledge to the City of Edinburg. Our experience includes projects that have been funded through federal and state grants, and we are familiar with the program requirements that are imposed by government agencies.

Addition/Renovations of Buildings | Our company specializes in addition/renovation projects. We embrace the challenges of working on these types of projects and the issues that may arise once these buildings start being uncovered. We are familiar with the discovery process and know how to handle these issues as they arise. We also have experience working with the challenges of renovations within an existing functioning building and understand the importance of communication and coordination between all parties (Owner, Contractor & Design Team) for a successful project completion.

Schedule & Budget Conscious | The Milnet Team has a noted record of delivering projects on time and within budget along with a considerable amount of experience fast tracking projects. We have a very high percentage of projects that come within budget and work as a team with the owner and contractor to value engineer as required without sacrificing quality.

We pride ourselves in providing attentive services and look forward to facilitating the coordination of a project plan that ensures the successful completion of future projects. We take very seriously our responsibility to act in the best interest of our clients and we pledge every effort to help the City in achieving its goals. The enclosed Statement of Qualifications will further elaborate the proposed team, relevant experience and qualifications. As the President of Milnet Architectural Services, I am the main point of contact and I am authorized to bind the firm to a contract and can be reached via phone at (956) 688-5656, email at rudym@milnet-archservices.com or in person at the address noted above. We look forward to the opportunity and appreciate your consideration.

Sincerely,

Rodolfo R. Molina Jr., AIA, President
Milnet Architectural Services, PLLC

Name of Firm | Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Telephone Number | Office: (956) 688-5656
Fax: (956) 687-9289

Principal | Rodolfo Roel Molina Jr., AIA
(Registered Architect, 14740)

Established | January 2000

Organization Type | Professional Limited Liability Company

Firm Registration No. | BR 612

Website | www.milnet-archservices.com

Firm Characteristics | Certified Historically Underutilized Business (Certificate # 1451213185600)
Minority Owned
Local Firm
Experienced in Municipal Projects
Registered Accessibility Specialist

Specializations | Architectural Design
Project Management
Graphic Illustration
Forensic Architectural Studies
3D Rendering and Animation
Facilities Management Services

Subcontracted Services | Civil Engineering
Structural Engineering
MEPT Engineering
Landscape Design
Food Service Consulting

Focus Markets | Education, Government, Industrial, Design/Build, Healthcare, Municipal, Retail, Assembly, Housing, Hospitality, County, Office Buildings

Firm Background | Milnet Architectural Services (MAS) is a McAllen based design firm offering professional services in architecture. The firm was established on January 1, 2000 by Registered Architect Rodolfo R. Molina, Jr. In March of 2011 it was registered as a Professional Limited Liability Company. Mr. Molina currently serves as the President and Project Architect with more than 38 years of experience.

Services Provided | Our firm offers full architectural and project management services through all phases of design and construction including programming, schematic design, design development, construction documents, bidding, permitting and construction administration. Our team manages and coordinates a project through every phase, because of this we are able to use our knowledge base of Best Management Practices to the benefit of our clients.

Firm Philosophy | Milnet was created with a consistent philosophy we are proud to uphold:

"We strive to provide the same exceptional level of service to every client by providing more attentive service and responding to clients needs with thoughtful solutions."

More Attentive Service | Our "more attentive service" mentality means that We take ownership of a project and ensure that we meet or exceed client expectations while delivering exceptional projects. Our President, Mr. Rodolfo Molina, AIA is personally involved in every project from beginning to end. As a result of this attitude the majority of our clients are repeat costumers.

We measure our success by the following:

- Repeat, satisfied clients
- Positive post occupancy evaluations
- Minimal amount of change orders
- Adherence to budget
- Development of relationships

Municipal Project Experience | In the past twenty-two years our firm has consistently worked with local municipalities on a variety of projects ranging from small renovations, addition and new facility construction. The project summary pages enclosed further describe this experience and our history of projects completed in a timely manner and within budget. This experience coupled with our dedication to client service are prime factors in our unique ability to best serve the City of Edinburg.

All work performed and project management services rendered by Milnet will be done so from our McAllen office. Our team is local, experienced and ready to serve the City of Edinburg promptly.

Our team of qualified personnel has experience managing multiple projects of varying sizes and is familiar with projects similar to those noted in the potential scope of services under this request for qualifications.

Working together in a spirit of cooperation and professionalism, we will achieve the City of Edinburg's scheduling and budgetary goals. The methods outlined below have provided us the opportunity to complete previous projects within the budget and on schedule. Our intent is to work as a liaison with the contractor's superintendent or project manager, the A/E team and the City of Edinburg to ensure adequate communication, record keeping and conformity with the contract documents including the approved plans and specifications.

Standard Architectural Design Project Services

Programming | We will work with administration, staff and other pertinent participants as dictated by the Owner to craft a program that will document all spaces, adjacencies, functions, sizes and special requirements. Oftentimes the creation of the program will require numerous meetings with user groups and administration, we will facilitate these meetings. Once complete we will document and publish a complete program.

Design | We will work with the Owner and present the project at the Conceptual and Schematic Design Phases. We will have design review meetings at stages during these phases. We understand the importance of these new construction projects and the impact that it has on a community and we will work diligently to produce a project that fits the needs and aesthetics of the City of Edinburg. During this phase we will meet with code officials with the city to discuss and resolve any code issues that we may have and to ensure that all Federal, State and local regulations/policies are met.

Construction Documents | Once design is approved we will create the Drawings and Specifications which describe the project. We will present and review these documents with the City of Edinburg at key stages, typically at 30%, 80% and 100%.

Bidding and Negotiation | During this phase we will answer questions from bidders, issue clarifications and addenda if necessary. Once the bids are received we will work with the Owner to evaluate and rank offers. This includes review of pricing and scope and reference verification. Once complete we will make a written recommendation to the City of Edinburg.

Construction Administration | We will attend construction meetings, review submittals and perform site observations. We will manage construction correspondence including Architect's Supplemental Information, Requests for Information, Proposal Requests, and Construction Change Directives. During this time we will issue field reports and present construction updates to the Owner. We understand the importance of this phase and will be available promptly to resolve issues and problems at hand.

Project Closeout | At the closeout of the project we will perform substantial completion punch list walk through with Owner personnel and the contractor to verify completion. We will review the closeout documents submitted by the contractor including User and Maintenance manuals, Record Documents and other closeout forms as required by the Owner and the contract. We will provide electronic copies of the Record Documents in ACAD and PDF format for future use.

One year Warranty Review | Prior to the expiration of the one year warranty we will walk through the project with the Owner and the contractor to review and address any deficient items which need correction and is covered by the warranty.

Project Approach & Quality Control

Plan & Specifications Reviews | Standardized plan and specification reviews will be performed to provide a mechanism for the project to be assessed and for any areas of concern to be addressed accordingly. This will provide the opportunity to meet quality, time and cost goals for the construction of the project. During the initial review we will also ensure that the plans and specifications adhere to the program narrative and recommend any alternative solutions to avoid material procurement delays, potentially saving time and money through the process of value engineering.

Construction Phase Quality Control | Our goal is to avoid an unnecessary delays in the construction and provide the City of Edinburg with the support required to coordinate the project. We will conduct on-site observations of the work in progress, monitor the conformance with the contract documents and provide reports for items of concern that need to be coordinated in order to avoid delays or cost implications. The thorough and expeditious review of submittals, shop drawings, and requests for information is key to avoiding delays. Meeting notes regarding the progress, schedule, and budget will be provided as a record and to assist in formulating action plans for resolution of construction problems or conflicts.

Schedules | Our team prides itself in maintaining project schedules with all of our current and past projects. We will create a master schedule to account for key dates from preliminary design through construction and identify items that will impact the project sequence such as critical submittals and coordination of equipment delivery. Scheduling regularly occurring meetings with the City of Edinburg project team will ensure that project momentum is maintained. Our goal is to consistently review the construction schedule and identify any areas of concern, report them during progress meetings and follow-up with the proposed resolution. Using these methods we have been able to complete projects successfully and on time.

Budgets | At the outset of the project, we will work closely with the City of Edinburg to create a master budget which takes into account soft costs (professional fees, permit fees, printing, regulatory costs and other fees), Fixtures, Furnishings, and Equipment (FF & E) and Construction Costs to arrive at a true bottom line. Our goal is to issue a monthly budget update that is consistently compared against the approved construction cost estimate to ensure conformity. We have experience reviewing and processing payment applications and comparing the schedule of values against the project schedule to ensure that payment to the contractors is appropriate given the project progress.

Project Name: El Tule Recreation Center
Location: Edinburg, TX
Owner: City of Edinburg
Owner Rep.: Mardoqueo Hinojosa
(956) 388-8955

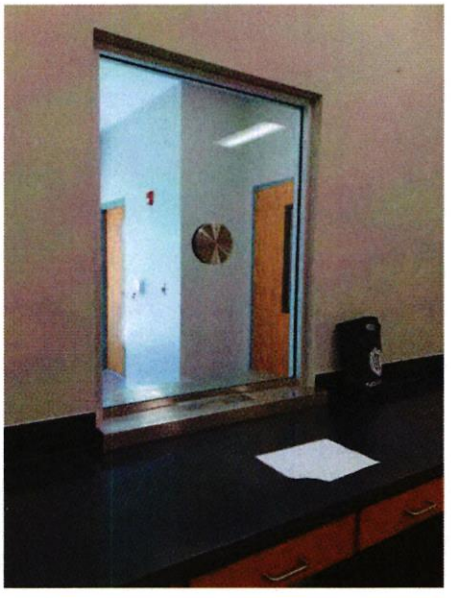
Const. Cost: $ 4,997,600.00 (Estimated)
Project Size: 28,445 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Substantial Completion: January 06, 2023 (Estimated)

Project Description:
This project consists of the construction of a new 28,445 sq. ft. indoor recreation center facility for the Edinburg Economic Development Corporation. The interior of the facility includes three full size basketball courts with dividing folding partitions and wood flooring. The lobby area consists of a large gathering area, a conference room, concession stand and restrooms.

The project is currently under construction and is located at 702 S. 18th Ave., Edinburg, Texas 78539.



Project Name: New Fire Station #5
Location: Edinburg, TX
Owner: City of Edinburg
Owner Rep.: Mardoqueo Hinojosa, (956) 388-8955

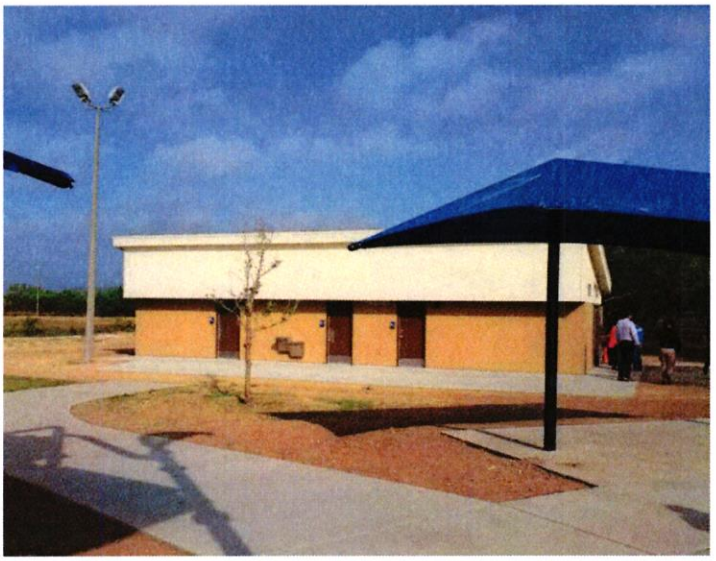
Const. Cost: $ 2,139,000.00
Project Size: 8,771 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Mirtha Rocha Uranga
Project Architect: Rodolfo Molina

Substantial Completion: July 6, 2020

Project Description:
A new 8,771 sq. ft. building for the City of Edinburg. This facility houses both the fire department as well as a police substation.

This new facility consists of several dorm areas, a kitchen, showers, fitness area, 2 firetruck bays, exterior canopy storage area and a police substation. This project was completed on time and within budget.



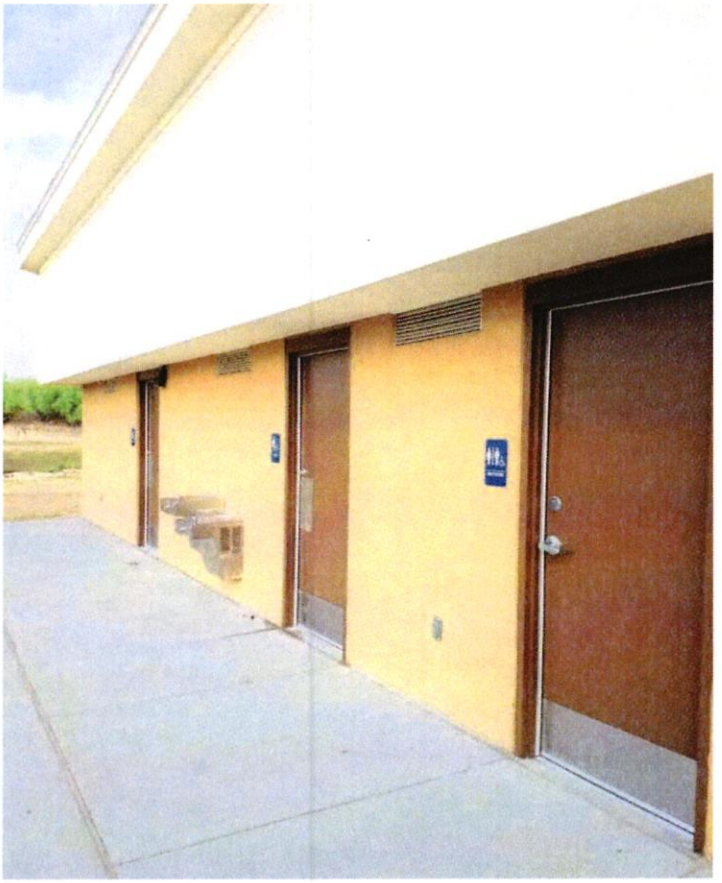
Project Name: Dr. Diaz Park - Restroom Bldg. Additions
Location: Edinburg, TX
Owner: City of Edinburg
Owner Rep.: Javier Garza
(956) 381-5631

Const. Cost: $ 447,447.68
Project Size: 1,822 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Substantial Completion: March 15, 2020

Project Description:
Two (2) new restroom building additions to the parks. These included a family restroom for special needs children. Also within the building is a mechanical room to house all the splash pad equipment. The facilities are fully ADA Compliant and will serve the community for years to come. These buildings were built to serve the nearby splash pad equipment. This project was completed within budget.

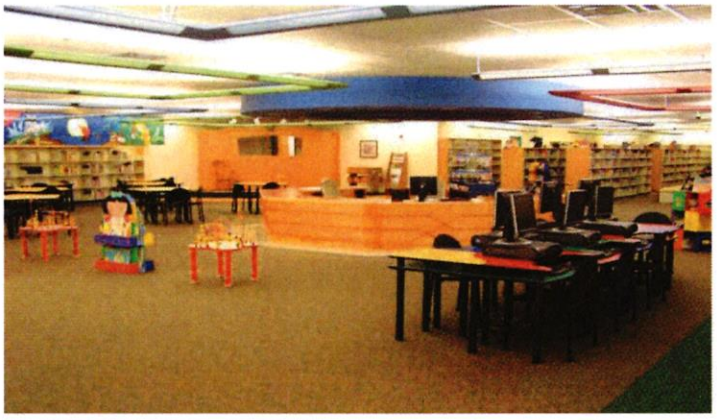


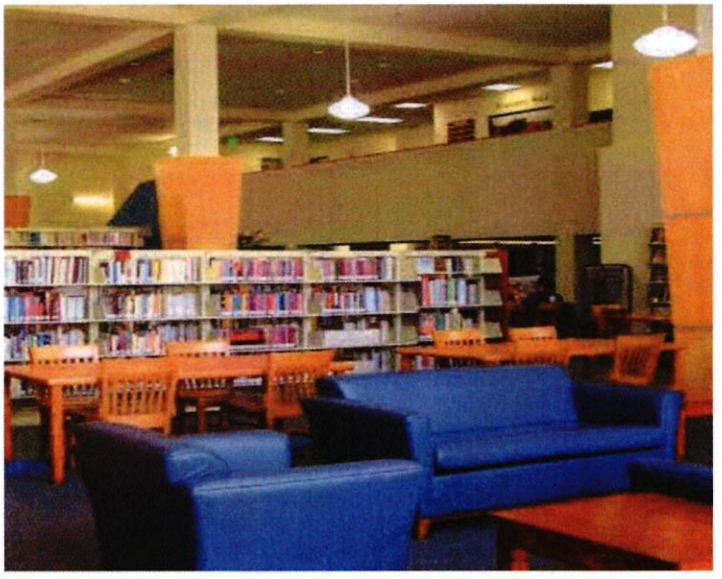
Project Name: Dustin M. Sekula Memorial Library
Location: Edinburg, TX
Owner: City of Edinburg
Owner Rep.: Letty Leija
956-383-6246

Const. Cost: $ 2,936,262.32
Project Size: 35,000 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Project Description:
A renovation of an existing 17,000 sq. ft. building. Extensive demolition was performed and a new 2 story floor addition (18,000 sq. ft.). Finished building was a 35,000 sq. ft. library for the City of Edinburg.





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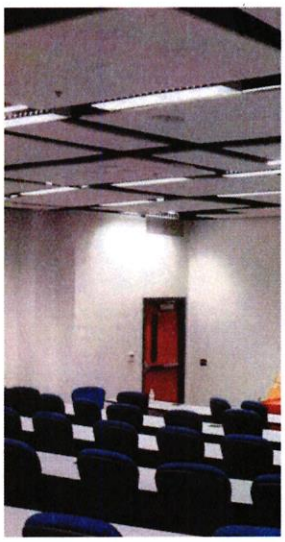
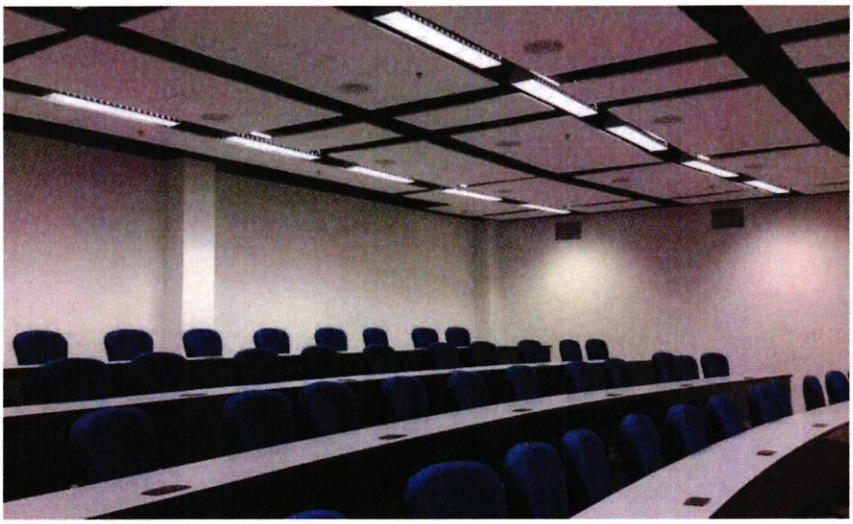


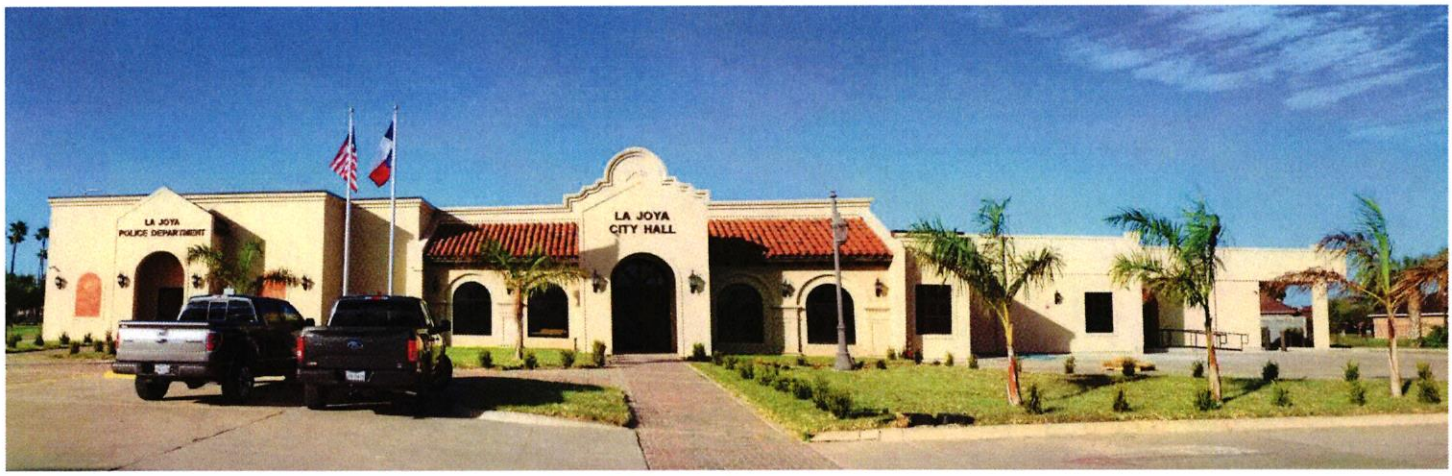


Project Name: Public Safety Building - Addition & Renovations
Location: McAllen, TX
Owner: City of McAllen
Owner Rep.: Zef Mendoza (956) 867-7599

Const. Cost: $ 3,550,000.00
Project Size: 15,823 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Project Description:
A new two story addition & renovation project to the existing Public Safety Building for the City of McAllen. Project consists of a fully functional 24/7 facility that can not be shut down or temporarily closed. Interior renovations were carefully coordinated with the Owner in order to avoid any interruptions to the daily operations. New addition will house specific law enforcement departments, large assembly room, crime scene investigation units as well as a forensic lab.



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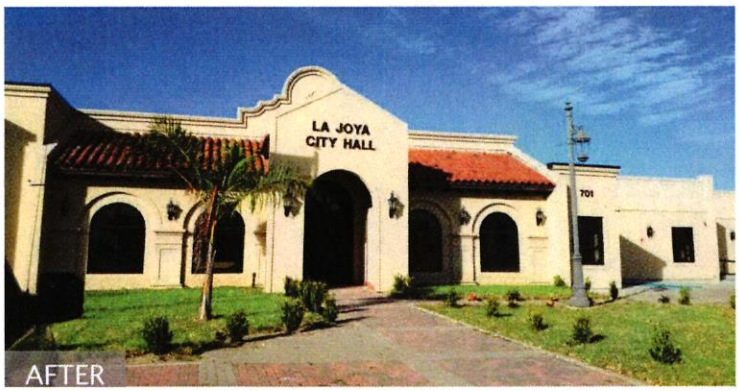

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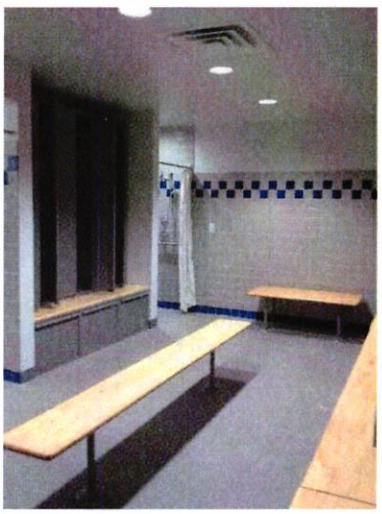
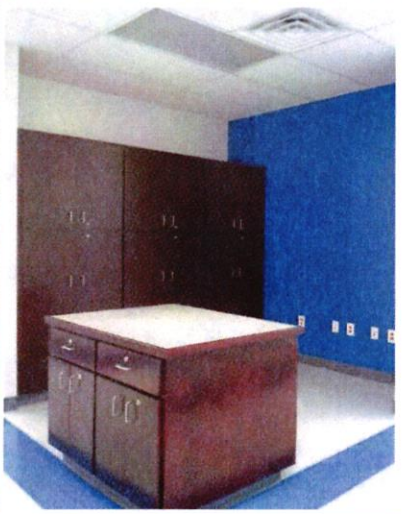
Project Name: New Public Safety Building & City Hall Renovations
Location: La Joya, TX
Owner: City of La Joya
Owner Rep.: Julianita R. Sabala (956) 581-7002

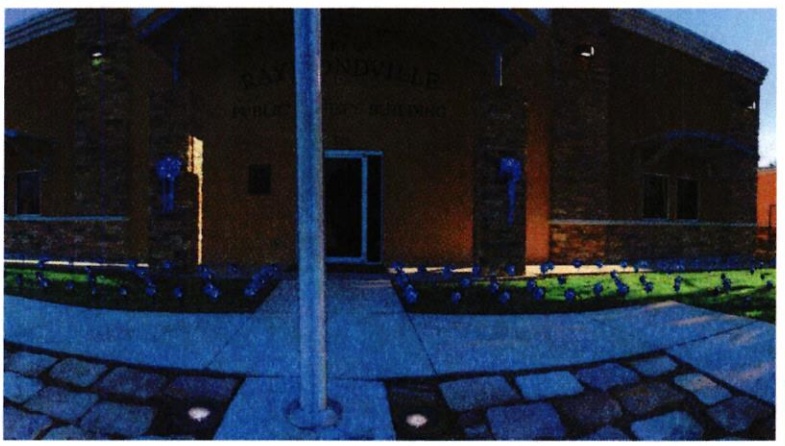
Const. Cost: $ 2,292,246.00
Project Size: 15,260 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Project Description:
An existing 8,906 sq. ft. facility that was converted into the new city hall for La Joya. The scope of work also included a new 6,354 public safety building addition was built adjacent to this facility. These facilities meet the current needs of the City and will accommodate the City's future growth for years to follow. This project was completed in August 2018.





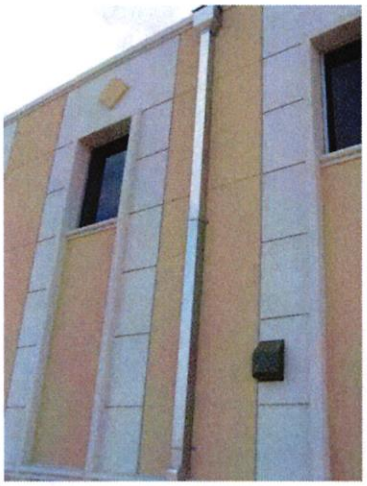


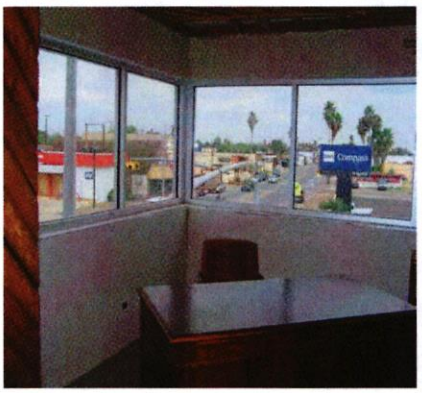
Project Name: New Public Safety Building
Location: Raymondville, TX
Owner: City of Raymondville
Owner Rep.: Uvaldo Zamora
(956) 689-2441

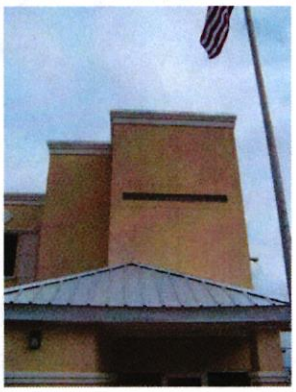
Const. Cost: $ 1,200,000.00
Project Size: 9,033 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Project Description:
A new 9,033 sq. foot facility for the Raymondville Police Department. This project was in collaboration with Guzman & Munoz Engineering (Milnet served as the Architectural Consultant). Project was completed on time and within budget. This project was completed in December of 2015.



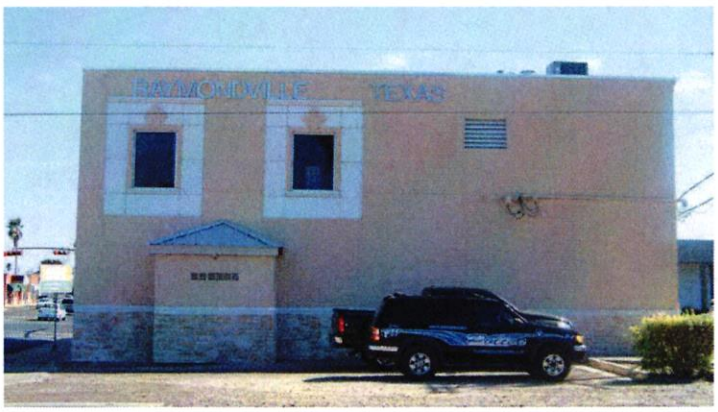




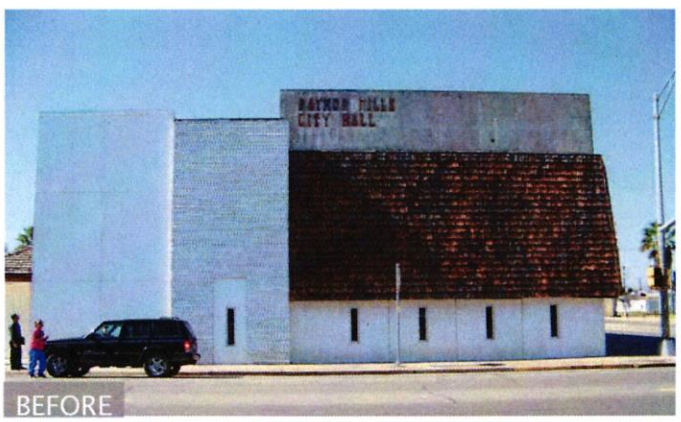
Project Name: City Hall Renovations
Location: Raymondville, TX
Owner: City of Raymondville
Owner Rep.: Eleazar Garcia
(956) 689-2443

Const. Cost: $ 322,132.00
Project Size: 10,800 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina



Project Description:
Renovations to the existing city hall for the City of Raymondville. These included removing existing flooring and installing new v.c.t. and tile floors. Repainting of existing interior walls. Removal of exterior façade including existing wood roof shingles and installing new stucco finish with architectural stone veneer and EIFS. Project was completed on time and within the budgeted amount from the City. Existing city hall was kept open for business during actual construction with careful planning and relocation of staff. This project was completed in March of 2009.



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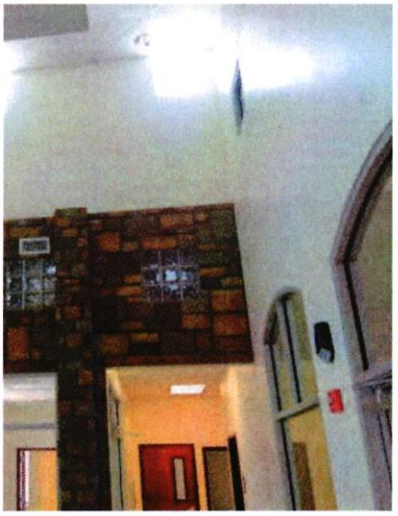
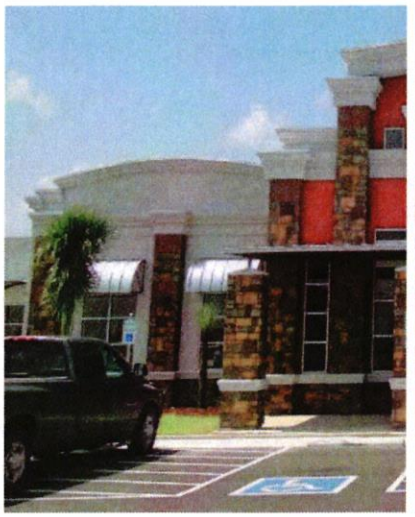
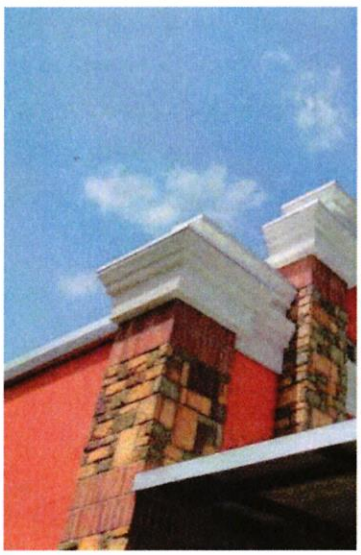
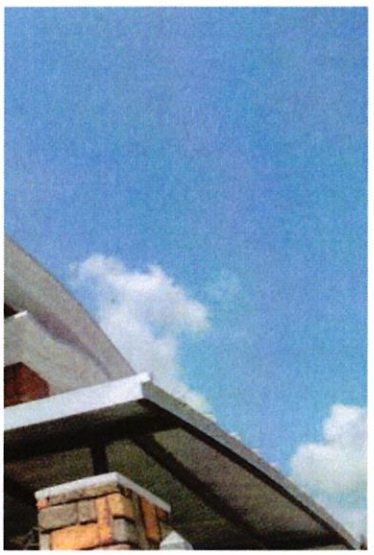






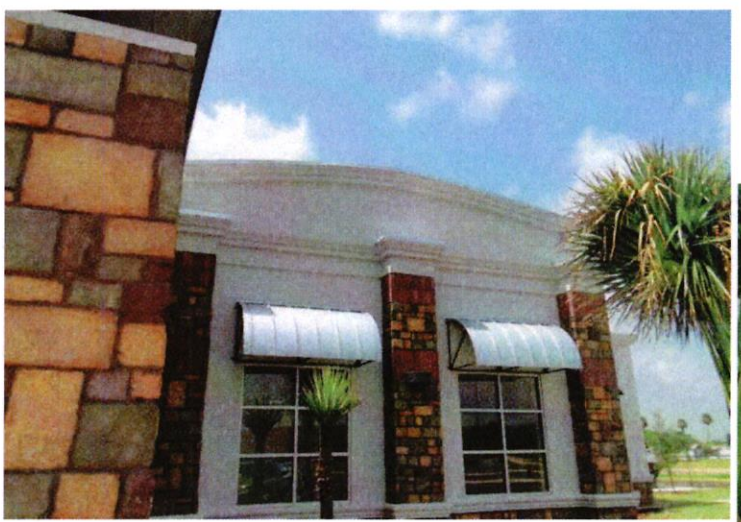


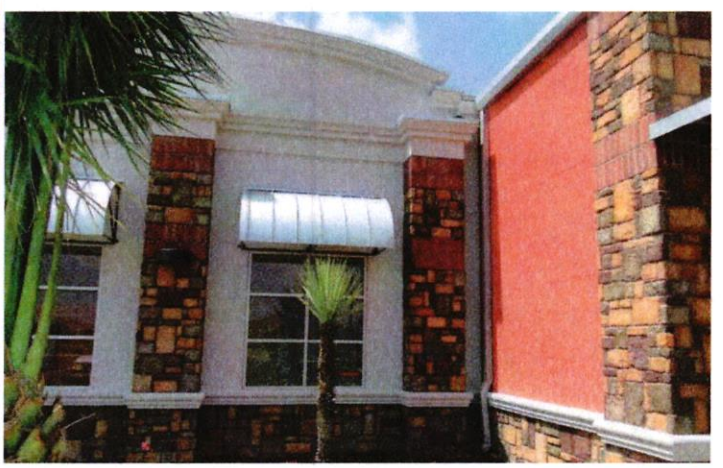
Project Name: Rural Technical Skills Training Distance Learning Small Business Incubator Center
Location: Raymondville, TX
Owner: City of Raymondville
Owner Rep.: Eleazar Garcia (956) 689-2443

Const. Cost: $ 1,863,250.00
Project Size: 14,263 Sq. Ft.

Services Provided: Full Architectural
Project Manager: Ramon Villalobos
Project Architect: Rodolfo Molina

Project Description:
A federal grant project for the City of Raymondville in cooperation with the U.S. Department of Commerce Economic Development Administration and U.S. Department of Housing and Urban Development. New facility to house the small business incubator center from the local chamber of commerce as well as training distance learning center for the University of Texas at Brownsville/Texas Southmost College.





The team we select for a project is chosen based on experience with project type, scope of the project and technical ability. This specialized team will remain associated with the project throughout its life, we do not "hand off" a project to a different team or personnel. The personnel assigned to the City of Edinburg project will be as follows:

Rodolfo Molina, AIA | PRINCIPAL IN CHARGE

As President and Architect in Charge of the project, Mr. Molina will be responsible for maintaining adequate staffing levels and setting the expectations for the project. Mr. Molina will be responsible for ensuring quality levels meet or exceed the Milnet Architectural Services high standards. He will be in charge of attending meetings, developing short range work plans and budget studies. Mr. Molina will spend 20% to 85% of his time on the project, depending on project phase and immediate requirements. Mr. Molina has more than 38 years of experience within the architectural field and 22 years of leading the team at Milnet Architectural Services.

Ramon Villalobos | PROJECT MANAGER

As Project Manager, he will be responsible for overseeing the execution on a day to day level. Ramon reports directly to Rudy Molina and oversees the flow and distribution of information to the project team. He chairs the project meetings, takes the minutes, documents them and distributes them among the team members. He attends meetings, working closely with the Project Architect to maintain communications and work schedules among all team members. Ramon will spend 30% to 70% of his time on the project, depending on project phase and immediate requirements. Ramon has more than eighteen (18) years of experience within the architectural field and has been with Milnet his entire career.

Olivia Curry, Assoc. AIA | PROJECT MANAGER

As Project Manager, she will be responsible for overseeing the execution on a day to day level. Olivia reports directly to Rudy Molina and oversees the flow and distribution of information to the project team. She chairs the project meetings, takes the minutes, documents them and distributes them among the team members. She attends meetings, working closely with the Project Architect to maintain communications and work schedules among all team members. Olivia will spend 50% to 100% of her time on the project, depending on project phase and immediate requirements. Olivia has more than fourteen (14) years of experience within the architectural field and has been with Milnet for approximately 2 years.

Mirtha Uranga | DESIGNER & INTERIORS SPECIALIST

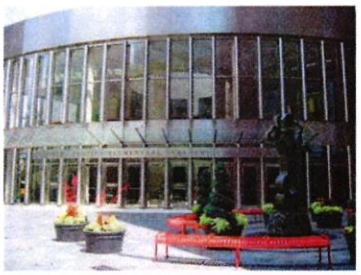
As the Project Designer & Interiors Specialist, she will be responsible for translating the Project Architect's design into design documents and selecting interior finishes. She will oversee the placement of the drawings in BIM and oversee BIM staff during the design phases. She will remain on the project from inception through completion. Mirtha has seventeen (17) years of experience within the architectural field. Mirtha will spend 10% to 100% of her time on the project, depending on project phase and immediate requirements.

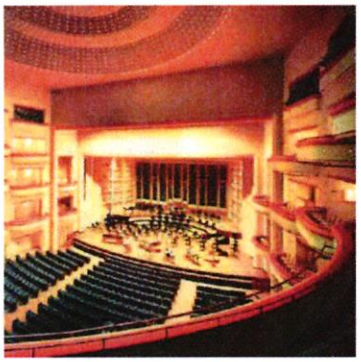
Neftali Cruz | DESIGNER

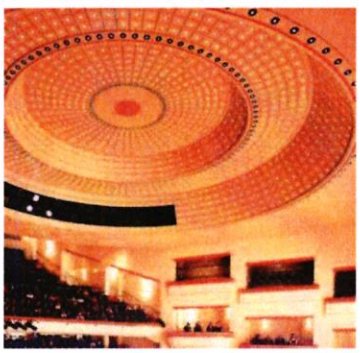
As our designer, he will produce all design work including the development of details and drawings under the supervision of our licensed Architect. He will also be responsible for coordinating any and all color selections with the City. Neftali will spend 10% to 100% of his time on the project, depending on project phase and immediate requirements. Neftali has more than six (6) years of experience within the architectural field.

Reference complete resumes on the following pages.

Milnet Architectural Services, PLLC







Rodolfo R. Molina, Jr. AIA
President

Education: University of Houston University Park
-Bachelor of Architecture

Professional Registration: Registered Architect in the State of Texas, No. 14740
Registered Accessibility Specialist, No. 0257
HUB VID Number: 1451213185600
Vendor Number: 86783

Professional Affiliations: The American Institute of Architects
Texas Society of Architects
Lower Rio Grande Valley American Institute of Architects
AIA Committee on Education
City of McAllen - 2020 Census Complete Count Committee
City of McAllen - Historical Preservation Commission
City of McAllen - Planning and Zoning Commission *(past member)*

Published: Pirovano, Carlo. Terza Mostra Internazionale Di Architettura. Milano: Electa Editrice, 1985.

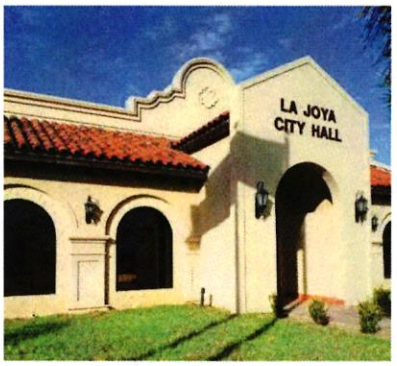
Experience:

Rodolfo Roel Molina, Jr. has over thirty-eight (38) years of architectural working experience, the last twenty-eight (28) years as a registered architect with specialization and expertise in computer generated construction documentation and project management.

Mr. Rodolfo Molina has been with the company since its conception and is responsible for the day-to-day operations of Milnet Architectural Services, PLLC. As President and project architect Mr. Rodolfo Molina is a key member who is responsible for production management in all phases of design, contract documents, and construction administration. He encompasses a wide array of responsibilities, including project management, architectural design analysis, project budgeting, scheduling and quality control.

Mr. Rodolfo Molina is a problem solver and brings invaluable experience to the company. He is a team player and as such, motivates his team and provides an unmatched level of service to its clients. His primary goal is to ensure that the work performed by the company meets the needs and expectations of its clients.

Milnet Architectural Services, PLLC



Ramon Villalobos
Project Manager

Education
South Texas College
- Bachelor of Applied Science - Organizational Leadership
- Associates of Applied Sciences in Architectural Drafting
- Certification in Computer Aided Drafting and Design

Professional Affiliations:
Accessibility Professionals Association
- Associate Member #983

Experience
Milnet Architectural Services — Feb 2003 - Present

South Texas College — Spring-Summer 2005
- CADD Adjunct Instructor

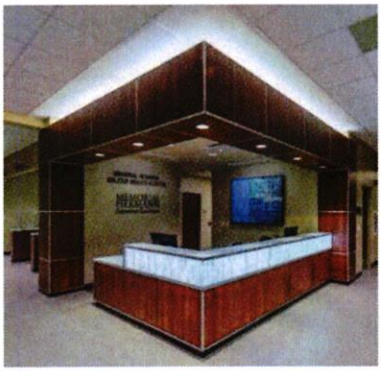
Qualifications
Ramon Villalobos has over eighteen (18) years of experience within the architectural field. He has been with the company since 2003. He has been heavily involved in all phases of design and management of each project.

Among several of his responsibilities include project management, project specifications, request for qualifications, chair project meetings and quality control. Ramon is a team player and has good working relationships with all of our clients and ensures that their needs and expectations are met.

He has vast experience in all different types of projects that include education, county, federal, industrial, commercial and municipal facilities.

Recent Projects
Edinburg New Indoor Recreation Center at "El Tule"
Edinburg Housing Authority - Lantana Apts. Renovations
Edinburg Housing Authority - El Jardin Apts. Renovations
Bluebonnet Phase II Apts. - Alamo Housing Authority
City of McAllen - Hidalgo Int. Bridge Pedestrian Improvements
City of McAllen - New Parking Garage
Tropical Texas - HOP Villa Renovations
TSTC - Engineering Center Phase II
City of La Joya - New PD and City Hall
City of McAllen PD - Additions & Renovations

Milnet Architectural Services, PLLC

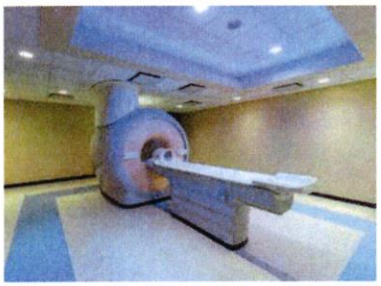


Olivia Curry, Assoc. AIA
Project Manager

Education
University of Detroit Mercy, 2010 — *Master of Architecture*
Albuquerque, NM, 2011 — *Licensed Realtor*

Professional Affiliations
The American Institute of Architects, *Associate Member*

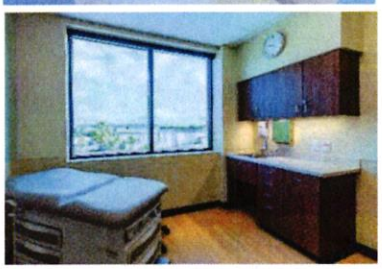
Experience



Milnet Architectural Services — Sept. 2020 - Present

PBK Architects — Jan. 2019 - Sept. 2020
Project Manager, Associate II

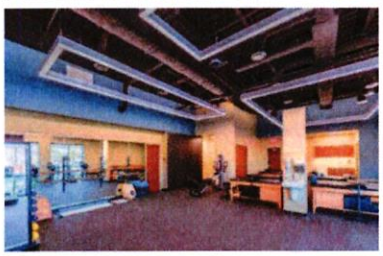
Curry Boudreaux Architects — Aug. 2016 - Dec. 2018
Assistant Proj. Manager/Designer



The M Real Estate Group — May 2012 - May 2016
Licensed Realtor/Office Manager

Independent Contract Work — June 2010 - Oct. 2015
Residential Design

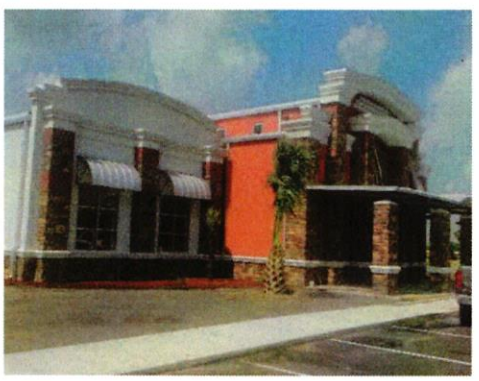
Milnet Architectural Services — Aug. 2008 - May 2009
Architectural Intern

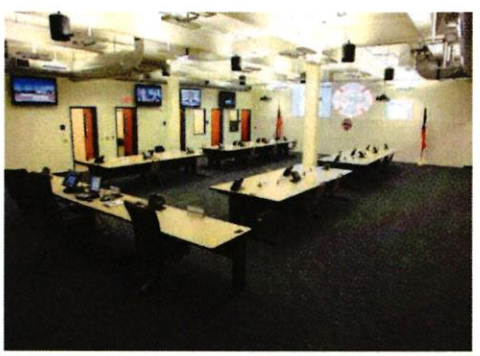


Boultinghouse Simpson Architects — May 2007 - Aug. 2007
Architectural Intern

Qualifications
Olivia Curry has over fourteen (14) years of experience within the architectural field. She had previously been with the company back in 2008-2009 and has since rejoined Milnet. She has previous experience managing projects from schematic design through construction, substantial completion and the close-out phase.

Recent Projects w/other Firms
Galveston College - Renovations to the Student Service Moody Hall
College of the Mainland - STEAM/Allied Health Building
College of the Mainland - New Administration Building
College of the Mainland - Industrial Careers Building
College of the Mainland - Police Department Building
College of the Mainland - Physical Plant Expansion
Texas Southern University - Comprehensive 10-year Master Plan
Texas Southern University - Gray Hall Vivarium Restoration
Sam Houston State University - University Plaza Levels 2-5 Renovation
Sam Houston State University - Kinesiology Department Renovations
Annunciation Greek Orthodox Cathedral Expansion





Mirtha Rocha Uranga
Designer & Interiors Specialist

Education

South Texas College, 2005

- Associates of Applied Sciences in Architectural Drafting

Institute of Technology *(Matamoros, Tam. Mexico)*

- Industrial Engineering

Experience

Milnet Architectural Services March 2004 - Present

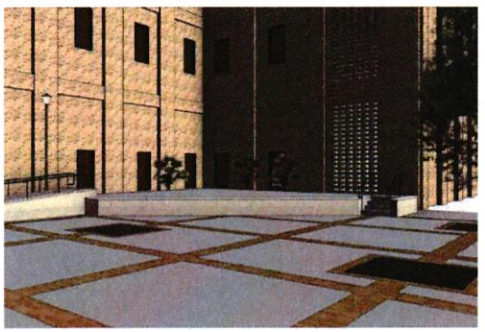
Qualifications

Mirtha Uranga has eighteen (18) years of experience within the architectural field. She has been with the company since 2004. She is responsible for all phases of project design and construction document phase of each respective project that she handles.

Her responsibilities also include coordinating any and all color selections and furniture. She has current project experience that includes educational, county, religious, and municipal projects.

Recent Projects

City of Edinburg - Fire Station No. 5
City of McAllen - Federal Motor Carrier New Admin. Bldg.
City of McAllen - Fire Station No. 2
City of Roma Fire Station
Sharyland Water Corp. - New Administration Building
Brooks County ISD - Falfurrias High School Renovations
City of Edinburg - Emergency Operations Center
City of Raymondville - Emergency Medical Services
City of Raymondville - New Police Station
City of Raymondville - Fire Station Remodel
Ben Bolt ISD - High School Lab Addition
Catholic Diocese of Brownsville - Our Lady of Holy Rosary
Cameron County - Courthouse Renovations
Willacy County - Annex Remodel



Neftali E. Cruz
Project Designer

Education
Instituto Tecnologico De Reynosa, 2017
- Bachelor's Degree in Architecture

Experience

Milnet Architectural Services	Feb. 2020 - Present
D' LAZARI, LLC	2019
Jimenez & Partners Arqs. S.A. de C.V.	2015-2018

Qualifications
Neftali E. Cruz has a combined six years of experience within the architectural field. He has experience in residential design, interior design and 3D realistic renderings. His work has revolved around architectural design and visualization.

Neftali has proven to have a good skill set in his first six months with the Company. His responsibilities also include coordinating any and all color selections and furniture.

Recent Projects
University of Texas Rio Grande Valley (UTRGV)
- Brownsville Campus - Courtyard & Façade Improv.
- Brownsville Campus - Mockup Building Renovations

Currently working in collaboration with:
City of Roma - M. Guerra Historical Building
Edinburg Housing Authority - La Posada New Apartments
City of Granjeno - New Public Facility Building

REFERENCE ONE

Client's Name: City of McAllen-Hidalgo
Type of Organization: Municipal
Address: 311 N. 15th Street, McAllen, TX 78501
Contact Person: Zef Mendoza
Title: Project Manager
Telephone: 956-867-7599
E-Mail: zmendoza@mcallen.net

Name of Project: Federal Motor Carrier Safety Administration (FMCSA) Port of Entry, Southern Border Upgrade
Scope of Work: 4 structures, Federal Motor Carrier Safety Administration Office 1,800 sq. ft, new inspection concrete pit with metal canopy 1920 sq. ft., 600 sq. ft. passenger waiting area with metal canopy and fixed furniture. Also included in this project is a 390 sq. ft. restroom building.
Contract Period: From Dec 2019 to August 2020

REFERENCE TWO

Client's Name: Edinburg Housing Authority
Type of Organization: Government Housing
Address: 910 Sugar Rd, Edinburg, TX 78539
Name of Project: La Posada Apartments
Contact Person: Dr. Martin Castillo
Title: Executive Director
Telephone: 956-383-3839
E-Mail: drcastillojr@edinburgha.org

Scope of Work: A new 72 Unit Apartment Complex for the Edinburg Housing Authority located in Edinburg, TX. The scope of work entails 36 units of 1 bedroom apartments and 36 units of efficiency bedroom apartments. These are scheduled to be built in the existing site of the current La Posada Apts.
Contract Period: March 2022 to March 2023

REFERENCE THREE

Client's Name: City of Edinburg
Type of Organization: Municipal
Name of Project: New Fire Station #5
Contact Person: Mardoqueo Hinojosa
Telephone: 956-388-8955

Scope of Work: A new 8,771 sq. ft. building for the City of Edinburg. This facility houses both the fire department as well as a police substation. This new facility consists of several dorm areas, a kitchen, showers, fitness area, 2 firetruck bays, exterior canopy storage area and a police substation. This project was completed on time and within budget.
Cost: $2,139,000.00

REFERENCE FOUR

Client's Name: City of Raymondville
Type of Organization: Municipal
Name of Project: Public Safety Building
Contact Person: Uvaldo Zamora
Telephone: 956-689-2441

Scope of Work: A new 9,033 sq. foot facility for the Raymondville Police Department. This project was in collaboration with Guzman & Munoz Engineering (Milnet served as the Architectural Consultant). Project was completed on time and within budget.
Cost: $1,200,000.00

REFERENCE FIVE

Client's Name: Starr County
Type of Organization: State Agency
Address: 401 Britton Ave, Rio Grande City, TX
Contact Person: Judge Eloy Vera
Title: County Judge
Telephone: 956-716-4800
E-Mail: eloy.vera@co.starr.tx.us

Name of Project: Starr County Courthouse Rehabilitation, Phase I
Scope of Work: Re-roofing, mechanical, electrical, life safety and security system upgrades. Parking lot restriping and lighting improvements.
Contract Period: Ongoing

Insurance Coverages | All of Milnet's consultants carry professional liability, general liability, auto liability and umbrella liability, and worker's compensation/ employer's liability insurance coverage. Professional liability insurance will remain in force during the term of contract and for one year following substantial completion of a project.

Milnet Architectural Services carries all the necessary insurances as required by the State of Texas. They are as follows:

Professional Liability Insurance

Limits	$1,000,000.00
Aggregate	$2,000,000.00
Carrier	Higginbotham Insurance Agency, Inc.
Agent	Beverly Damon, ACSR, CISR

General Liability Insurance

Limits	$1,000,000.00
Aggregate	$2,000,000.00

Auto Coverage

Limits	$1,000,000.00

Worker's Compensation

Limits	$1,000,000.00

Umbrella Policy

Limits	$1,000,000.00
Aggregate	$1,000,000.00
Carrier	AllState Insurance Co.
Agent	Ignacio Puente Insurance Agency (Allstate)

Litigation | Milnet Architectural Services, PLLC nor it's principals or employees are involved in any unresolved or ongoing claims, disputes or litigation. We pride ourselves in having a team who takes ownership of their work, has a professional approach to client services and most importantly maintains a highly ethical code of conduct. Past client relationships have afforded us the opportunity to practice as professionals in the industry and gain the experience necessary to provide the services required in this proposal. Milnet has not had any insurance claims within the past 5 years.

Equal Opportunity Employer | Milnet is Certified as a Historically Underutilized Business and an equal opportunity employer that strives to utilize Historically Underutilized Businesses as well as small, minority and women owned businesses as much as possible in its projects. These include M.E.P., Civil, and Structural Design Firms as its consultants.

Non Discrimination | Our firm is an equal opportunity employer. All employment decisions including recruitment, placement and promotion of individuals within the Firm shall be made without regard to sex, age, race, color, creed, national origin, religion, or non-disqualifying physical handicap and in conformity with all applicable federal, state and local laws and regulations.

Policy Against Harassment | The Firm encourages all employees to treat one another with dignity and respect. It is illegal and a violation of the Firm's policy for any employee, male or female, to harass another employee. The purpose of this policy is not to regulate our employee's personal morality. Rather it is to assure that in the workplace no employee harasses another on the basis of sex or other conduct. Any employee who engages in such conduct is subject to appropriate disciplinary action, including immediate termination.

Milnet Architectural Services PLLC acknowledges that the Professional Services Agreement has been read, we will meet the prerequisite insurance requirements and, if selected, agree to enter into such agreement for services with the City of Edinburg.

Our past years of services to municipalities has provided Milnet the opportunity for experience that will prove beneficial to the City of Edinburg. Milnet's approach to project implementation has a proven record of delivering projects successfully within budget and on schedule. We look forward to providing the City of Edinburg with the quality of service to meet and exceed expectations.

As a firm having done business in this region for over twenty-two years, we pride ourselves in the reputation we've established, the longevity of client relationships and stability of the team we have ready to work with the City of Edinburg.

We appreciate your consideration and look forward to the opportunity to serve the City.

Name of Firm | Rodolfo Roel Molina Jr., AIA

Title | President

Address | Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Phone Number | (956) 688-5656

Mobile Number | (956) 821-7207

Email Address | rudym@milnet-archservices.com

Name of Firm | Ramon Villalobos

Title | Project Manager

Address | Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Phone Number | (956) 688-5656

Email Address | ramonv@milnet-archservices.com

Name of Firm | Olivia Curry

Title | Project Manager

Address | Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Phone Number | (956) 688-5656

Mobile Number | (832) 902-3308

Email Address | oliviac@milnet-archservices.com

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

08/02/2022

Company/Vendor Name:

Milnet Architectural Services, PLLC

Printed Name and Title:

Rodolfo R. Molina Jr.

Authorized Signatory:

Rodolfo Molina

HOUSE BILL 89 VERIFICATION

I, Rodolfo R. Molina Jr., the undersigned representative of

Milnet Architectural Services, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Rodolfo Molina

SIGNATURE OF COMPANY REPRESENTATIVE:

Rodolfo R. Molina Jr., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

SENATE BILL 13 VERIFICATION

I, Rodolfo R. Molina Jr., the undersigned representative of

Milnet Architectural Services, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Rodolfo R. Molina Jr.

SIGNATURE OF COMPANY REPRESENTATIVE:

Rodolfo R. Molina Jr., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

SENATE BILL 19 VERIFICATION

I, Rodolfo R. Molina Jr., the undersigned representative of

Milnet Architectural Services, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.*

Rodolfo R. Molina

SIGNATURE OF COMPANY REPRESENTATIVE:

Rodolfo R. Molina Jr., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Rodolfo R. Molina Jr., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Milnet Architectural Services, PLLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Rodolfo R. Molina Jr.

Title President

Subscribed and sworn to me this 1st day of August 2022.

By: Rodolfo R Molina Jr.

Notary Public Jesus Salinas

My commission expires 09/15/2022

JESUS SALINAS
Notary Public, State of Texas
Comm. Expires 09-15-2022
Notary ID 190166-9

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILNET ARCHITECTURAL SERVICES, PLLC FOR ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2022-006

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2022

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
IGNACIO PUENTE ALLSTATE AGENCY
4210 N. 23RD ST.
MCALLEN, TX 78504

CONTACT NAME: IGNACIO PUENTE
PHONE (A/C, No, Ext): (956) 631-8184 **FAX (A/C, No):**
E-MAIL ADDRESS: IPUENTE@ALLSTATE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ALLSTATE COUNTY MUTUAL INSURANCE	
INSURER B : ALLSTATE COUNTY MUTUAL INSURANCE	
INSURER C : ALLSTATE COUNTY MUTUAL INSURANCE	
INSURER D : THE HARTFORD INSURANCE COMPANY	
INSURER E :	
INSURER F :	

INSURED
MILNET ARCHITECTURAL SERVICES PLLC
RODOLFO R. MOLINA
608 S. 12TH ST.
MCALLEN, TX 78501 (956) 688-5656

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						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
				648752735	03/30/2022	03/30/2023	PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS			648752732	03/30/2022	03/30/2023	PROPERTY DAMAGE (Per accident)	$ 500.00
								$
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			648752746	03/30/2022	03/30/2023	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N/A		01WBCTQ1483	01/16/2022	01/16/2023	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) 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)

ARCHITECT
ONGOING AND COMPLETED OPERATIONS ENDORSEMENT FOR AFFILIATES, DIRE TORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, CLIENTS, AGENTS,, ETC. AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILTY POLICY.

CERTIFICATE HOLDER
CITY OF EDINBURG
415 W UNIVERSITY DR
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
Ignacio Puente Jr

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Clear All

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	**CONTACT NAME:** Beverly Damon, ACSR, CISR **PHONE (A/C, No, Ext):** 214-360-6886 **FAX (A/C, No):** 713-952-9939 **E-MAIL ADDRESS:** bdamon@higginbotham.net
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Beazley Insurance Company, Inc. — 37540 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED MILNE1 Milnet Architectural Services, PLLC 608 South 12th Street McAllen TX 78501	

COVERAGES **CERTIFICATE NUMBER:** 642014486 **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	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY CLAIMS MADE POLICY Retroactive Date: 01/01/2000			C2B2FC220301	5/25/2022	5/25/2023	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

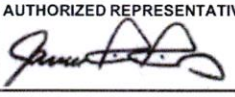
CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

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



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C-492(d)-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-934525

Date Filed:
09/15/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Milnet Architectural Services, PLLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ #2022-006
Architectural Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Molina Jr. , Rodolfo R.	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rodolfo R. Molina Jr., and my date of birth is 08/27/1962.

My address is 608 S. 12th Street (street), McAllen (city), TX (state), 78501 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 15th day of September (month), 2022 (year).

Rodolfo Molina

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “C”

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 18, 2022

City of Edinburg
415 W UNIVERSITY DR
EDINBURG TX 78539

Account Information:

Policy Holder Details :	**MILNET ARCHITECTURAL SERVICES RODOLFO MOLINA JR DBA**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2022

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.

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PRODUCER NORTHEAST AGENCIES INC/PHS 01214608 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	**NAIC#**
INSURER A : Hartford Fire Insurance Company	19682
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MILNET ARCHITECTURAL SERVICES RODOLFO MOLINA JR DBA
608 S 12TH ST
MCALLEN TX 78501-4928

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/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	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 $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		01 WBC TQ1483	01/16/2023	01/16/2024	X PER STATUTE OTH-ER	
	Y/N						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
City of Edinburg
415 W UNIVERSITY DR
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
Susan L. Castaneda

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONTRACTUALS
Agenda Item No: 12.G.
Legislative Advocacy Services

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into a Professional Services Agreement with Pathfinder Public Affairs, Legislative Advocacy Services for the City of Edinburg. [Myra L. Ayala, City Manager]

2. **Description:**
Pathfinder Public Affairs will provide legislative representation to the City of Edinburg. Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the City.

This agreement is a renewal for a one-year term and will terminate on November 15, 2024.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into a Professional Services Agreement with Pathfinder Public Affairs, Legislative Advocacy Services for the City of Edinburg.

Reviewed by:

Prepared by:
Myra Ayala, City Manager

Attachments:
A. Pathfinder Agreement

Pathfinder
Public Affairs

PROPOSAL FOR LEGISLATIVE REPRESENTATION

Pathfinder Public Affairs (Consultant) will provide legislative representation to the City of Edinburg (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of November 16, 2023. This Agreement will terminate on November 15, 2024, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party. Upon termination or completion of this Agreement by either Party, Client shall have no liability to Vendor except for charges for services performed by Consultant prior to receipt of notice of termination or cancellation.

SCOPE OF SERVICES

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultant proposes to provide the following services:

- Advise the City regarding its legislative agenda. Develop appropriate strategies consultation with City Staff;
- Assist in drafting materials and correspondence to support advocacy for the City's legislative agenda;
- Proactively identify and analyze potential impacts of State budget proposals and pending legislation and advocate accordingly. Assess legislative bills to identify those that should be brought to the City's attention;
- Present and advocate for the City of Edinburg's legislative agenda to State stakeholders;
- Participate in weekly conference calls with the City Manager to review week's activity and plan for the upcoming week;
- Create a monthly summary regarding advocacy activities and participate in meetings as called via teleconference; and

- Travel to Austin, Texas, as needed with a minimum of one visit a week during the legislation session. Attend events coordinated by the City Manager for the Edinburg City Council.

- Review, analyze and advise on proposed legislation that may affect the Client;

- Monitor relevant interim committee hearings, interim studies and interim charges as related to Client;

- Maintain a continuing relationship with the members and key officers and employees of the House, Senate and other relevant executive agencies and offices;

- If requested, confer and advise in regard to the potential political and legislative impact of any proposed decision of the management of the Client;

- Provide local government outreach assistance as needed; and

- Generally, use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client.

- Meet with the Client representatives as needed.

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of $10,000.00 each month for the duration of this contract.

Consultant will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office or any referendum issue. Neither Consultant nor any third party acting on behalf of Consultant will have or will hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultant represents and warrants that it is free to enter into and fully to perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder.

Consultant will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

The Parties agree to limit the other's liability arising from either Party's acts, errors, or

omissions such that the total liability of that Party shall not exceed the total fees by the Client for the services rendered pursuant to this Agreement. Neither party shall be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's services, or of any other obligations relating to this Agreement, even if the Parties have been advised of the possibility of such damages. The foregoing limitation of

liability shall apply to the maximum extent allowed by law for limitation of the Parties' liability, regardless of the cause of action under which such damages are sought.

This Agreement will be governed by the laws of the State of Texas and venue for any cause of action arising out of or related to this Agreement shall be in Hidalgo County, Texas. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of both Parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute.

Agreed: _____ Dated: _____
Consultant

Agreed: _____ Dated: _____
Client

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
APPOINTMENTS
Agenda Item No: 13.A.
Advisory Boards Appointments

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation, One Member; Edinburg Golf Board, One Member; Edinburg Housing Authority, Two Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Community Development Council (1 Member) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Ronnie Cavazos (resigned)

Applicant(s): Loida Leal, Salome Salazar

Edinburg Economic Development Corporation (1 Member) - Function: To promote and develop commercial, industrial, and manufacturing enterprise to promote and encourage employment.

Present Member(s): Roland Gomez (resigned)

Application(s): Irene D. Mercado

Edinburg Golf Board (1 Member) - Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation, maintenance and development of the Ebony Hills Golf Course and Los Lagos Golf Course.

Present Member(s): Armando Guerra (resigned)

Application(s): David Arispe

Edinburg Housing Authority (Mayor Appointed) (2 members)- Function: Funded by the government. Provides home improvement projects and low income housing.

Present Members: Daniel Cantu, Alexis Villarreal

Applicants: Adriana Rosas, Michael A. Sanchez, Alexis Villarreal, Daniel Cantu

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation, One Member; Edinburg Golf Board, One Member; Edinburg Housing Authority, Two Members.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:

None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 5, 2023
CONSENT AGENDA
Agenda Item No: 14.A.
Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Brownwood Subdivision Phase 3. [Gerardo Carmona, Jr, P.E., Director of Utilities]

2. **Description:**
This agreement will involve the installation of fire hydrants and appurtenances to provide fire protection services for Brownwood Subdivision Phase 3. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

Brownwood Subdivision Phase 3 is within Sharyland Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within City Limits.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with Sharyland Water Supply Corporation to provide fire protection services to Brownwood Subdivision Phase 3.

Reviewed by:
Gerardo Carmona, Director of Utilities

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Attachment A: Agreement

LOCATION MAP

N

W E

S

N.T.S.

W CHAPIN RD

N DEPOT RD

N HOEHN RD

N BUXTON AVE

N TRINITY ST

N BRUSHFIELD AVE

N WOODSON AVE

N BLAIR AVE

W HUCKLEBERRY ST

W SCHUNIOR ST

SYLVIA DR

W CROWN POINT ST

N ABBOTT AVE

N DALOBO AVE

N EDGEWOOD AVE

N DRENNAN ST

W G

Legend:

COE CITY LIMITS

BROWNWOOD SUBDIVISION PHASE 3

BROWNWOOD SUBDIVISION PHASE 3

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** NOVEMBER 15, 2023

MAP DISCLAIMER:

This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

October 31, 2023

Via U.S. Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg, LaShante Enterprises, Inc. - Brownwood Subdivision Phase 3

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for the Brownswood Subdivision Phase 3 for signature on behalf of the City of Edinburg (***"City"***) along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience for signature by Sharyland Water Supply Corporation.

Once the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG RECEIVED NOV 06 2023 UTILITIES DEPARTMENT

CITY OF EDINBURG RECEIVED NOV 03 2023 CITY MANAGER'S OFFICE

c:. ./KarensFiles/SWSC/WAA/Edinburg/BrownwoodSubdPh3WAA/City ltr1/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1086003

Date Filed:
10/20/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sharyland Water Supply Corporation
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SWSCWAA019
Waterline Access Agreement - Brownwood Subdivision Phase 3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lashante Enterprises, Inc.	Edinburg, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlos R. Lima, and my date of birth is 08/18/1975.

My address is 321 S Shary Blvd (street), Alton (city), TX (state), 78573 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 23 day of Oct (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN: SHARYLAND WATER**
	§	**SUPPLY CORPORATION; LASHANTE**
	§	**ENTERPRISES, INC.; AND CITY OF**
COUNTY OF HIDALGO	§	**EDINBURG**

WATERLINE ACCESS AGREEMENT
(with City and Developer)

WHEREAS, Sharyland Water Supply Corporation ("**SWSC**") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, LaShante Enterprises, Inc., (**"Developer"**) is developing the subdivision in the location described in **Exhibit "A",** Brownwood Subdivision Phase 3 (the "**Subdivision**) and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Developer and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. Developer and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information

affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Developer's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND DEVELOPER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY

THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE,

EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND DEVELOPER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT

SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Developer will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Developer will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business

operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.

17. Developer and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18. SWSC may notify Developer and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Developer and/or City shall immediately correct any undesirable practice in the Subdivision. Developer and/or City shall, at its expense, properly install, test and

maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Developer and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Developer and/or City.

19. Developer shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.

20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Developer and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.

23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of SWSC, the City and Developer authorize completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of_____, 2020.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540
Phone: (956) 388-8204
Fax: (956) 383-7111

By:_____
Clarice Balderas, City Secretary

By:_____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____
Omar Ochoa, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is City Manager of the City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____ _____ 20_____.

_____
Notary Public in and for the State of Texas

LASHANTE ENTERPRISES, INC.,
a Texas Corporation
3525 West Freddy Gonzalez Drive, Ste. B
Edinburg, Texas 78539

By: A. Mahes
Alok Maheshwari, President

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Alok Maheshwari**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Lashante Enterprises, Inc., and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of October, 2023.

JUDY ANN SANCHEZ
Notary Public, State of Texas
Comm. Expires 06-21-2026
Notary ID 123967733

Judy A Sanchez
Notary Public, State of Texas

SHARYLAND WATER SUPPLY
CORPORATION
4210 E. Main Ave.
Alton, Texas 78573

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

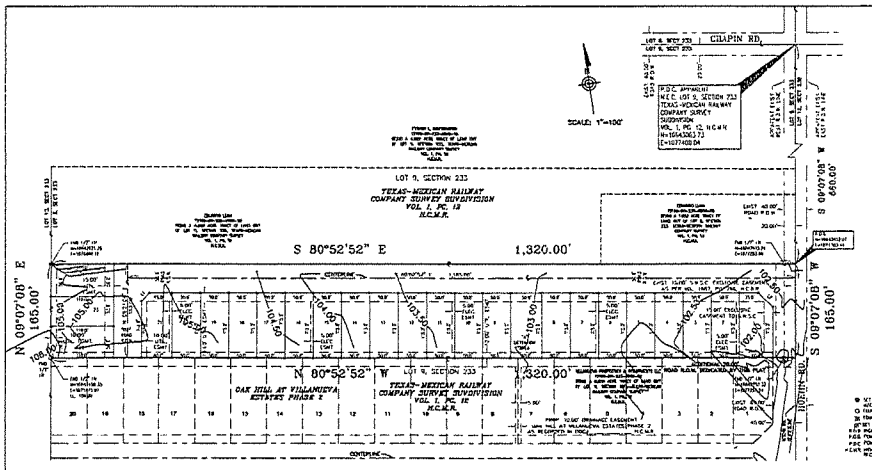
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carlos Lima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of Sharyland Water Supply Corporation, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

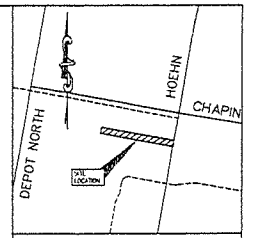
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

EXHIBIT "A"

A 5.000 Acre Tract of Land out of Lot 9, Section 233, TEXAS-MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION as per the Map or Plat thereof recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas.





LOCATION MAP
GRAPHIC 1"= 1000'

PREPARED BY:
H.L.G. PLAN REVIEW SERVICES
HOMERO L. GUTIERREZ, P.E., OWNER
BOX 548, MCALLEN
TEXAS 78505

DATE PREPARED: 08/21/22
DATE SURVEYED: 10/04/22

GENERAL SUBDIVISION PLAT NOTES

1. PROPOSED SETBACKS AS PER RESIDENTIAL PRIMARY:
FRONT: 25.00
SIDE: 6.00
REAR: 15.00
SIDE CORNER: 10.00
OR EASEMENT, WHICHEVER IS GREATER ON ALL CASES.

2. FLOOD ZONE STATEMENT: ZONE "X" (NO SHADING), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS PER COMMUNITY-PANEL NUMBER: 480338 0015-E MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 14, 2001

3. BENCH MARK DESCRIPTION: IRON ROD FOUND ON THE SOUTHWEST CORNER OF BROWNWOOD SUBDIVISION PHASE 3, WITH AN ELEVATION OF 106.20.

4. A FIVE (5.0') FOOT SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE.

5. A FIVE (5.0') FOOT SIDEWALK IS REQUIRED ALONG HOEHN ROAD WITH ADA RAMPS DURING SUBDIVISION CONSTRUCTION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN _____ CUBIC-FEET OR _____ ACRE-FEET OF STORM WATER RUNOFF FOR THIS SUBDIVISION.

7. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS AND LOT LINES.

8. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS, UNLESS OTHERWISE NOTED.

9. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

10. MINIMUM FINISH FLOOR SHALL BE 24" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION WHICHEVER IS GREATER

11. A 50% ($300.0) OF PARK AND LAND FEE WILL BE DUE AT BUILDING PERMIT STAGE FOR RESIDENTIAL LOTS ONLY.

12. ALL WATER AND SANITARY SEWER FEES HAVE BEEN PAID BY DEVELOPER.

13. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (1 THRU 25).

14. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM BC REAR OF THE LOT TO THE CURB AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE

15. LOTS 1 THRU 24, SHALL BE FOR RESIDENTIAL PURPOSES ONLY

17. ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.

18. DRAINAGE DETENTION LOT "A" SHALL BE USED FOR THE PURPOSES OF DRAINAGE DETENTION FOR BROWNWOOD SUBDIVISION PHASE 3 ONLY AND CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP. MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNERS ASSOCIATION IS ESTABLISHED.

19. DETENTION POND MUST BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG

LEGEND

⊕	1/2" IRON ROD	HCDR	HIDALGO COUNTY DEED RECORDS
⊕	1/2" IRON ROD WITH CAP	HCMR	HIDALGO COUNTY MAP RECORDS
⊕	1/2" IRON ROD WITH CAP "CONTROL MONUMENT"	HCOR	HIDALGO COUNTY OFFICIAL RECORDS
⊕	5/8" IRON ROD WITH CAP "CONTROL MONUMENT"		
⊕	1/2" IRON ROD WITH CAP "HLG"		
⊕	1/2" IRON ROD WITH CAP "HLG" SET		
POB	POINT OF BEGINNING		
POC	POINT OF COMMENCEMENT		
⊕	CUT "X" HIDALGO COUNTY MAP MONUMENT		

PLAT OF
BROWNWOOD SUBDIVISION PHASE 3
A 5.000 ACRE TRACT OF LAND OUT OF LOT 9, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION AS RECORDED IN VOL. 1, PG. 12, H.C.M.R. LOCATED IN THE CITY OF EDINBURG

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) _____ THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS BROWNWOOD SUBDIVISION PHASE 3 ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED

_____
LASHANTE ENTERPRISES, INC.
A TEXAS CORPORATION
3525 W. FREDDY GONZALEZ DR. SUITE B
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____ 2023

_____ _____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES ON _____

APPROVED BY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEN, TEXAS.

_____ _____
HOMERO LUIS GUTIERREZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS _____ CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____ 2023.

_____ _____
PLANNING & ZONING COMMISSION CHAIRPERSON DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____ _____
CITY OF EDINBURG, MAYOR DATE CITY SECRETARY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT # 1

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS _____ DAY OF _____, 20_____

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE H.C.I.D. No. 1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. No. 1

_____ _____ _____ _____
PRESIDENT DATE SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
HOMERO LUIS GUTIERREZ, P.E. DATE
LICENSED PROFESSIONAL ENGINEER No. 106639

SHARYLAND WATER SUPPLY CORPORATION

I, CARLOS LIMAS, HEREBY CONDITIONALLY CERTIFY THAT POTABLE WATER SERVICE IS AVAILABLE FOR THE BROWNWOOD SUBDIVISION PHASE 3 LOCATED AT EDINBURG IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE SUBDIVISION'S POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DEVELOPER'S DESIGN ENGINEER, ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND ITS DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER SYSTEM IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EXCLUSIVE EASEMENT.

_____ _____
CARLOS LIMAS DATE
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

METES AND BOUNDS DESCRIPTION

A 5.000-ACRE TRACT OF LAND, OUT OF LOT 9, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS (REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES); LOCATED IN THE CITY OF EDINBURG ON THE WEST SIDE OF HOEHN ROAD APPROXIMATELY 660.00 FEET SOUTH OF CHAPIN ROAD AND, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C. N=1643063.73, E=1077408.04) A POINT FOR THE APPARENT NORTHEAST CORNER OF SAID LOT 9, SECTION 233, THENCE, SOUTH 09°07'08" WEST, WITH THE SAID HOEHN ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE, AND THE APPARENT EAST LOT LINE OF SAID LOT 9, SECTION 233, A DISTANCE OF 660.00 FEET TO A POINT FOR THE APPARENT NORTHEAST CORNER OF SAID 5.000-ACRE TRACT HEREIN DESCRIBED AND BEING ALSO THE POINT OF BEGINNING (P.O.B. N=1642412.07, E=1077303.44) OF SAID 5.000-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 09°07'08" WEST, WITH THE SAID HOEHN ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE, AND THE APPARENT EAST LOT LINE OF SAID LOT 9, SECTION 233 AND OF SAID 5.000-ACRE TRACT, A DISTANCE OF 165.00 FEET TO A POINT FOR THE APPARENT SOUTHEAST CORNER OF SAID 5.000-ACRE TRACT HEREIN DESCRIBED;

THENCE, NORTH 80°52'52" WEST, WITH THE APPARENT SOUTH LOT LINE OF SAID 5.000-ACRE TRACT A DISTANCE OF 20.00 FEET TO A HALF INCH IRON ROD FOUND ON THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF SAID HOEHN ROAD, CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A HALF INCH IRON ROD FOUND FOR THE APPARENT SOUTHWEST CORNER OF SAID 5.000-ACRE TRACT HEREIN DESCRIBED;

THENCE, NORTH 09°07'08" EAST, WITH THE APPARENT WEST LOT LINE OF SAID 5.000-ACRE TRACT A DISTANCE OF 165.00 FEET TO A HALF INCH IRON ROD SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT NORTHWEST CORNER OF SAID 5.000-ACRE TRACT HEREIN DESCRIBED,

THENCE, SOUTH 80°52'52" EAST, WITH THE APPARENT NORTH LOT LINE OF SAID 5.000-ACRE TRACT A DISTANCE OF 1,300.00 FEET TO A HALF INCH IRON ROD FOUND ON THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF SAID HOEHN ROAD, CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE APPARENT NORTHEAST CORNER OF SAID 5.000-ACRE TRACT FOR THE POINT OF BEGINNING (P.O.B. N=1642412.07, E=1077303.44), CONTAINING A GROSS OF 5.000-ACRE OF LAND, OF WHICH 0.076 OF AN ACRE LIES IN EXISTING HOEHN ROAD RIGHT-OF-WAY, FOR A NET OF 4.924 ACRES MORE OR LESS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

	NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER:	LASHANTE ENTERPRISES, INC. A TEXAS CORPORATION	3525 W. FREDDY GONZALEZ DR. SUITE B EDINBURG, TEXAS 78539	(956) 207-7399	N/A
ENGINEER:	HOMERO L. GUTIERREZ, P.E., R.P.L.S.	P.O. BOX 548, MCALLEN, TEXAS 78505	(956) 369-0988	(956) 287-3697
SURVEYOR:	HOMERO L. GUTIERREZ, P.E., R.P.L.S.	P.O. BOX 548, MCALLEN, TEXAS 78505	(956) 369-0988	(956) 287-3697

LINE DATA

LINE	BEARING	DISTANCE
L1	N 35°07'52" W	29.21'
L2	S 54°07'08" W	33.00'

LOT AREAS

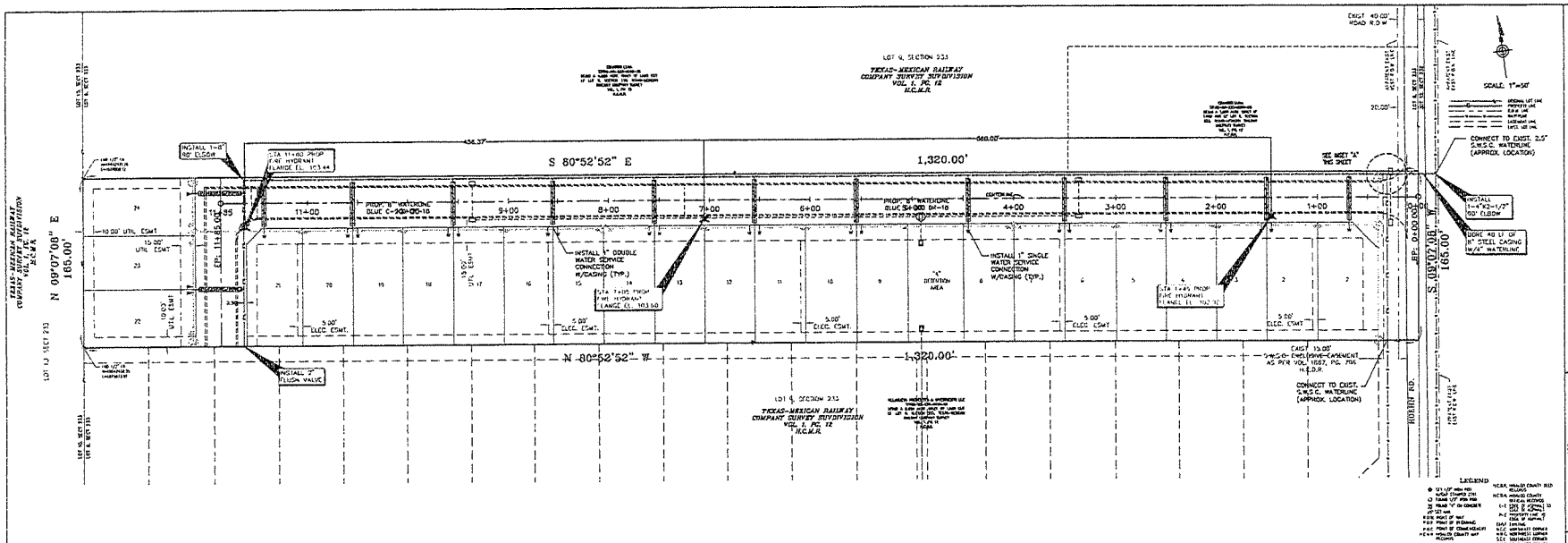
LOT	SQ. FT.	AC
1	6,367.50	0.151
2-8	5,750.00	0.132
"A"	5,750.00	0.132
9-20	5,750.00	0.132
21	6,217.50	0.143
22 & 24	6,180.80	0.141
23	5,830.00	0.134

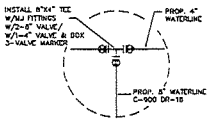
HLG PLAN REVIEW SERVICES
HOMERO L. GUTIERREZ, P.E., OWNER
P.O. Box 548, McAllen, Texas 78505
Tel: 956-369-0988
TBPE Firm Licensed No. F-10426

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.





DETAIL "A"

NOTES:

1. LOCATIONS AND GRADES OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES WHETHER PUBLIC OR PRIVATE PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO DAMAGED LINES AT NO ADDITIONAL COST TO THE OWNER.

2. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF EDINBURG REQUIREMENTS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER AND THE CITY, SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN TEXAS, PRIOR TO CONSTRUCTION. COST SHALL BE SUBSIDIARY TO OTHER BID ITEMS

3. CAUTION, GAS, FIBER OPTIC, TELEPHONE, ELECTRIC, WATER, AND CITY OF EDINBURG UTILITIES EXIST WITHIN THE LIMITS OF CONSTRUCTION OF THIS PROJECT. NOTIFY RESPECTIVE UTILITY COMPANIES.

4. REPAIRS PUBLIC OR PRIVATE UTILITY LINES DUE TO THE CONTRACTORS OPERATION ARE TO BE REPAIRED IN ACCORDANCE WITH THE SPECIFIC UTILITY COMPANY REQUIREMENTS. COST FOR SUCH REPAIRS SHALL BE SUBSIDIARY TO OTHER BID ITEMS OF THE PROJECT PROPOSAL

5. THE CONTRACTORS ATTENTION IS CALLED TO THE FACT THAT CERTAIN EXISTING AND/OR PROPOSED STRUCTURES MAY BE within THE LIMITS OF THE FLEXIBLE BASE AND TREATED SUBGRADE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PERFORM CONSTRUCTION OPERATIONS WITHOUT DAMAGE TO THESE STRUCTURES

6. THERE SHALL BE MINIMUM INTERRUPTION OF TRAFFIC AND ACCESS TO ADJACENT RESIDENTS ALONG THE PROJECT SITE. IF ROADS ARE TO BE CLOSED, THE CITY OF EDINBURG FIRE AND POLICE DEPARTMENTS SHALL BE NOTIFIED AT LEAST 72 HOURS BEFORE SUCH CLOSING.

7. VERTICAL CONTROL HAS BEEN PROVIDED TO THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO DO ALL HIS CONSTRUCTION AND LAYOUT FIELD STAKING AND SHALL BE PERFORMED BY A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF TEXAS

8. UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER, ALL OBSTRUCTIONS, OBJECTIONABLE MATERIAL AND CONCRETE SHALL BE PROPERLY DISPOSED OF TO SITES ARRANGED FOR BY THE CONTRACTOR AND APPROVED BY THE CITY OF EDINBURG AT NO ADDITIONAL COST TO THE OWNER.

9. THE CONTRACTOR SHALL EXERCISE DILIGENCE IN THE APPLICATION OF ASPHALT BY THE USE OF FLAGGING AND ROLLING PROCEDURES TO KEEP FROM SPRAYING OR SPLATTERING THE TRAVELING PUBLIC WITH ASPHALT MATERIAL CONTRACTOR SHALL ALSO EXERCISE DILIGENCE IN THE APPLICATION OF LINE TREATMENT TO PROTECT THE PUBLIC, ADJACENT SUBDIVISION, AND PARKED VEHICLES

10. CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING HIMSELF AND FOLLOWING ALL CITY OF EDINBURG STANDARD SPECIFICATIONS FOR THOSE ITEMS NOT SPECIFICALLY SHOWN ON THE PROJECT PLANS, OR PROJECT SPECIFICATIONS, AND PERFORMING THE WORK IN SUCH A MANNER.

11. SEE SHEET FOR WATER DETAILS.

12. WATER IMPROVEMENTS SHALL BE AS PER SHARYLAND WATER SUPPLY CORPORATION (SEE S.W.S.C. DETAILS)

HLG PLAN REVIEW SERVICES
HOMERO L. GUTIERREZ, P.E., OWNER
P.O. Box 548, McAllen, Texas 78505
Tel: 956-369-0988
TBPE Firm Licensed No. F-10426

REGISTERED PROFESSIONAL ENGINEER No. 85539

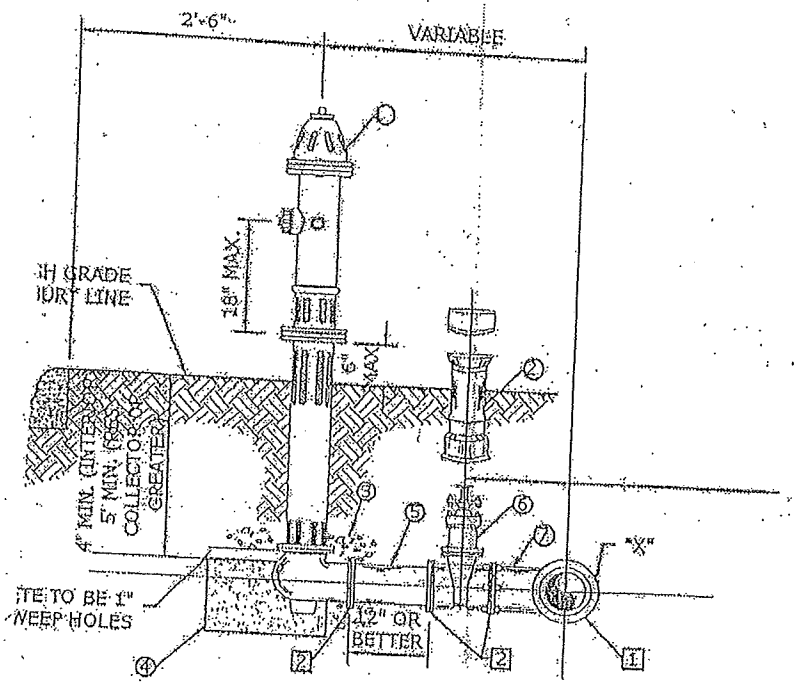
PROJECT NO: -
PROJECT TITLE: BROWNWOOD SUBDIVISION PH 3
WATER DISTRIBUTION SYSTEM
PROJECT ADDRESS: EDINBURG, TEXAS

SCALE: 1"=50'

REVISIONS
1.
2.
3.
4.
5.
6.

DATE: 08/01/23
FB. No.: 001
SURVEY BY: H.L.G.
DRAWN BY: I.F.
PREPARED BY: I.F.
CHECKED BY: H.L.G., J.L.

SHEET: 3
OF:



NOTE:

1.) Oil shall be placed in hydrant at the time of installation
2.) Pumper nozzle shall face roadway. (5 ½" N.S.T.)
3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

1.) FIRE HYDRANT W/ 4 ½" PUMPER NOZZLE
2.) VALVE BOX
3.) 3 CU. FT. GRAVEL
4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
5.) 1 FT. MINIMUM PVC SPOOL
6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
7.) FLANGED X MECHANICAL JOINT CAST IRON TEE