

A RESOLUTION 2006R-04-06-0431

**TERMINATING THE REVIEW PROCESS FOR THE APPLICATION FOR THE USE OF TAX INCREMENT FINANCING (TIF) FOR THE FOSTER MEADOW PROJECT LOCATED OUTSIDE LOOP 410 AND SOUTH OF U.S. HIGHWAY 87 EAST IN CITY COUNCIL DISTRICT 2.**

\* \* \* \* \*

**WHEREAS**, tax increment financing is an economic development tool authorized by the Tax Increment Financing (“TIF”) Act, Texas Tax Code, Chapter 311 (the “Act”), used by municipalities to finance needed public improvements and enhanced infrastructure within certain areas of the municipality by leveraging private investment for certain types of development activities; and

**WHEREAS**, since 1998, the City of San Antonio (“City”) has developed and adopted *City of San Antonio, Texas Guidelines and Criteria for Tax Increment Financing and Reinvestment Zones* (“Guidelines”) in accordance with the requirements of the Act and on January 8, 2004, by Ordinance No. 98663, adopted the 2004 Guidelines; and

**WHEREAS**, on June 30, 2004, the City Clerk received an application and application fees from En Seguido, Ltd., for the use of TIF in accordance with the Guidelines for the Foster Meadow Development, located within in City Council District 2, outside Loop 410 and south of U.S. Highway 87 East, within the Secondary Target Area and not located over the Edwards Aquifer Recharge Zone; and

**WHEREAS**, on September 23, 2004, the Council adopted Resolution No. 2004-34-27, expressing its intent to consider the creation of the proposed Zone, and authorizing the City to (i) deliver notice of said intention to the governing bodies of each taxing unit that levies real property taxes in the proposed Zone, including in the notice a description of the Zone, the tentative plans for development of the Zone, and the estimated impact of the Zone on property values and tax revenues; (ii) set a date for a public hearing and publish notice thereof; (iii) make presentations to each of said taxing units; (iv) request each of said taxing units to appoint a representative to meet with City officials, and to call meetings regarding the Zone; and

**WHEREAS**, in Resolution No. 2004-34-27, the Council specifically stated that the Resolution did not preclude the City from continuing its evaluation of the TIF application of En Seguido, Ltd.; and

**WHEREAS**, staff made the statutorily required presentations of the TIF application to Bexar County on October 5, 2004, East Central Independent School District on October 19, 2004, and Alamo Community College District on December 14, 2005; and

**WHEREAS**, Staff has since then conducted a full programmatic review and analysis to determine the viability of the proposed TIRZ and the projected tax increment revenues, having met with the applicant numerous times to gather information and discuss project dynamics, resulting in the discovery of evidence of significant development activity occurring without TIF assistance, faster appreciation in property values than the City average, low levels of unemployment, low levels of poverty, and high levels of educational achievement, which has led staff to conclude that the proposed TIRZ is not eligible for designation; and

**WHEREAS**, approval of this resolution authorizes City staff to terminate the review process for the use of TIF for the Foster Meadow Project; **NOW THEREFORE:**

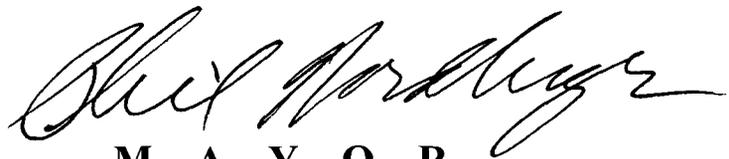
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

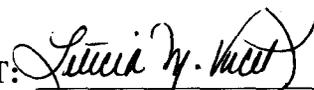
**SECTION 1.** The City of San Antonio ("City"), based on information obtained during the programmatic review of the application En Seguido, Ltd., authorizes staff to terminate the review process for the application for Tax Increment Financing for the Foster Meadow project.

**SECTION 2.** City Staff is authorized by this Resolution to provide written notice of the City's action to each taxing unit that levies a tax in the proposed TIRZ.

**SECTION 3.** This Resolution shall take effect on the tenth (10th) day after passage.

**PASSED AND APPROVED** this 6<sup>th</sup> day of April, 2006.

  
**M A Y O R**  
**PHIL HARDBERGER**

**ATTEST:**   
City Clerk

**APPROVED AS TO FORM:**   
for City Attorney

# Agenda Voting Results

**Name:** 26.

**Date:** 04/06/06

**Time:** 11:01:23 AM

**Vote Type:** Multiple selection

**Description:** A Resolution terminating the review process for the application for the use of Tax Increment Financing (TIF) for the Foster Meadow Project located outside Loop 410 and south of US Hwy 87 East in District 2. [Presented by David Garza, Director, Neighborhood Action; Jelynn LeBlanc Burley, Deputy City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3			x	
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR			x	

**AN ORDINANCE**

**ACCEPTING THE BID SUBMITTED BY RUSH TRUCK CENTER - HOUSTON TO PROVIDE THE PUBLIC WORKS DEPARTMENT WITH ONE TRUCK MOUNTED THERMOPLASTIC PAVEMENT MARKER FOR A TOTAL COST OF \$297,621.00, FROM 2006 TRAFFIC SIGNAL INSTALLATION AND UPGRADE PROJECT FUNDS.**

\* \* \* \* \*

**WHEREAS**, bids were submitted to provide the City of San Antonio Public Works Department with one truck mounted thermoplastic pavement marker which will be utilized for striping roadways and traffic lanes throughout the City; and

**WHEREAS**, the bids submitted by Henna Chevrolet, LP, Bid No. 2 failed to meet the City specifications; and

**WHEREAS**, Rush Truck Center - Houston was the low responsive bidder for a total contract cost of \$297,621.00; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The low, responsive bid of Rush Truck Center - Houston to provide the City of San Antonio Public Works Department with one truck mounted thermoplastic pavement marker for a total of \$297,621.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. The bid and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit A.

**SECTION 2.** It has been found and declared that the low bids of Henna Chevrolet, LP, Bid No. 2 failed to meet the City's specifications.

**SECTION 3.** The amount of \$297,621.00 is appropriated in fund 29084000, Advanced Transportation District, I/O# 390000000434 GL account 6102100 – Interfund Transfer Out entitled Transfer to 40099000. The amount of \$297,621.00 is authorized to be transferred to fund 40099000.

**SECTION 4.** The budget in fund 40099000, Project Definition 23-00491 2005-2006 Signal Installation and Signal, shall be revised by increasing WBS element 23-00491-90-02 entitled Trf Fr I/O# 390000000434, GL account 6101100 – Interfund Transfer In, by the amount of \$297,621.00.

**SECTION 5.** The amount of \$297,621.00 is appropriated in Fund 40099000, Other Capital Projects, Project Definition 23-00491 2005-2006 Signal Installation and Signal, WBS element 23-00491-05-02-01-01, entitled City Construction, is authorized to be encumbered and made payable to Rush Truck Center - Houston.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Acting Director of Finance, City of San Antonio. The Acting Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This ordinance shall take effect April 16, 2006.

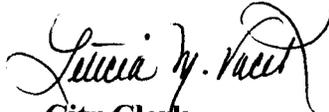
**PASSED AND APPROVED** this 6<sup>th</sup> day of April, 2006.



M A Y O R

**PHIL HARDBERGER**

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney



CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: TC  
BID NO.: 06-038 TC

Date Issued: December 29, 2005  
Page 1 of 20

FORMAL INVITATION FOR BIDS  
TRUCK MOUNTED THERMOPLASTIC PAVEMENT MARKER

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time JANUARY 23, 2006.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids Specifications and General Requirements  
Terms and Conditions of Invitation for Bids Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Bob Laker Firm Name: RUSH TRUCK CENTER HOUSTON  
(Please Print or Type)

Address: 10200 NORTH LOOP EAST

Signature of Person Authorized to Sign Bid

City, State, Zip Code: HOUSTON TX 77029

Email Address: LAKER @ RUSH-TRUCK-CENTER.COM Telephone No.: 713-495-6314

Fax No.: 713 695 9620

Please complete the following:

Prompt Payment Discount: 0 % 30 days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority  Hispanic  African-American  Other Minority (specify) \_\_\_\_\_

Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify) \_\_\_\_\_

Tax Identification Number: 742786264 Social Security Number: \_\_\_\_\_

FOR CITY USE ONLY

AWARD

Items Accepted: \_\_\_\_\_ Ordinance No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

**TERMS AND CONDITIONS OF INVITATION FOR BIDS****READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

**2. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

**3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

**4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

**5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

**6. SUBMISSION OF BIDS**

- (a) Bids in triplicate shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

**7. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

**8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

**9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

**10. CLARIFICATION TO BID SPECIFICATIONS**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

## TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

## 14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

## 15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### 16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

#### 17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### 18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 19. INDEMNITY

- (a) CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

#### 20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

#### 21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### 22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

#### 23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

#### 24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

**25. INTERLOCAL PARTICIPATION**

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**26. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

### SPECIFICATIONS AND GENERAL REQUIREMENTS

**SCOPE:** The City of San Antonio is soliciting bids for one (1) truck mounted thermoplastic pavement marker in accordance with the specifications listed herein. The unit will be utilized by the Public Works Department, Traffic Division for marking roadways and traffic lanes throughout the City.

**GENERAL CONDITIONS:**

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and refuse body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. Warranty and Parts Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts and service are required to provide as a minimum two year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County from and by a factory-authorized dealer (**NO EXCEPTIONS**). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Res-A-Truck Center San Antonio

ADDRESS: 8510 IH-10 East San Antonio, TX 78219

3. Delivery – All deliveries are to be made inside the city limits of San Antonio. Vendor must deliver equipment to the location specified by the Fleet Acquisition Manager, Jeff Moore at (210) 532-8374. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS**. Units delivered must not contain any type of vendor identification marks, tags, emblems and/or stickers. Delivery of all units will be no later than 120 days after issuance of Purchase Order. Delivery of units does not ensure acceptance by the City of San Antonio. Once the City has inspected each unit ensuring that it meets the bid requirements, the 120 day deadline will end. Said unit shall be delivered in a ready for service condition. There will be a .25% penalty per day on units exceeding the delivery requirements.
4. Equipment Manuals – Successful bidder to furnish five (5) complete sets of operator and shop repair manuals or CD ROM's for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

5. Parts Inventory - The vendor and/or manufacturer of equipment offered shall have a technical service and parts support group available through a toll free number. The manufacturer and/or vendor will maintain an inventory of common marking machine parts used on the specified unit.
6. Training - Training shall be provided by a qualified, factory trained technician/ instructor. Training shall be conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. The successful bidder shall be required to provide onsite training for seven (7) consecutive days to City operators and technicians to include but not limited to the proper operating techniques and maintenance servicing of said equipment. At the City's request, additional follow-up training shall be provided at a designated City facility for a minimum of two (2) consecutive days. All training shall be coordinated by the Fleet Acquisition Manager. A video shall also be provided to demonstrate the safe operation of the entire system.
7. Demonstration - The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Acquisition Manager, will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
8. Evaluation - In the event that a demonstration is required, the equipment will be evaluated on numerous factors, including, but not limited to, meeting minimum bid specifications, operating efficiency, safely within the cab space, as well as placement of cab instruments and components. Award will be made to the Vendor proposing the combination most advantageous to the City of San Antonio based upon an integrated assessment of the factors noted in this paragraph. This evaluation process may result in award(s) to a higher rated, higher priced Vendor, where the decision is consistent with the evaluation factors and the City has reasonably determined that the technical superiority and/or overall business approach of the higher priced Vendor(s) outweighs the difference in price. To arrive at a selection decision, the City will integrate the evaluators' assessment of the evaluation factors outlined above with those stated elsewhere in these specifications. While the City's source selection evaluation team strives for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. While the City may award on the basis of lowest, responsive bid, the City reserves the right to award on the basis of best value and/or using the health and safety exception to the competitive bidding rules.
9. All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications and professional quality drawings to depict equipment layout for each model being bid.
10. Pre-Bid Conference: A pre-bid conference will be conducted at 10:00 A.M., January 11, 2006. Location will be at the Fleet Operations Conference Room at 329 S. Frio, San Antonio, TX 78207.
11. Any equipment furnished must meet all Federal and State safety plus lowest emissions requirements possible.

12. References - The bidder shall furnish with bid submittal, a minimum list of six (6) customers that are currently utilizing specified equipment. The reference list shall include the company name, contact person, phone number and type of equipment. References may be used to determine successful contractor, if deemed to be in the best interest of the City. Bids submitted without the required documentation may be subject to rejection.
13. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through June 30, 2006, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
14. Prior to acceptance and final payment, it shall be demonstrated that the vehicle being furnished meets the requirements of the specifications and will undergo an on-site technical review to insure that all specifications have been fully met.
15. For questions pertaining to technical specifications, contact Jeff Moore at (210) 532-8374. For questions regarding bidding procedures, contact Terri Canal (210) 532-8374 or [tcanal@sanantonio.gov](mailto:tcanal@sanantonio.gov).
16. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Truck Mounted Thermoplastic Pavement Marker

#### SPECIFICATIONS:

##### A. CAB AND CHASSIS

1. Engine – Diesel, minimum 7.8 liter, 250 hp and 800 foot pounds of torque. Engine idle time shall be limited to 5 minutes. Road speed electronically controlled to 70 miles per hour (MPH) maximum +/- 2 MPH max.
2. Engine Protection – All diesel engines furnished under this bid shall be protected by an OEM installed engine protection system. At a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. System must provide audio and visual alarms.
3. Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque-type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning must be provided.
4. Transmission – The chassis shall be equipped with Allison 3500 RDS or approved equal, 6-speed automatic with push button controls. Unit to have largest capacity oil pan that will fit this application and filled with synthetic transmission fluid.

5. Electrical – The chassis shall be equipped with a minimum 160 amp alternator; 12-volt, heavy-duty batteries (minimum 1500 CCA combined).
6. Frame – Chassis frame shall have a minimum 1,938,000 RBM.
7. Front Axle – Minimum 14,600 lb. capacity front axle; minimum 14,600 lbs. suspension. Front shock absorbers to be heaviest duty available for specified axle.
8. Steering – Tilt, telescopic with power assist.
9. Rear Axle – Minimum 40,000 lb. capacity tandem axle; minimum 40,000 lbs. rear suspension.
10. Wheels & Tires – Chassis shall be equipped with 22.5" x 8.25", steel disc, 10-hole flange nut, hub piloted 14780 lbs. capacity front wheels and 22.5" x 8.25", 10-hole flange nut, hub piloted 29,560 lbs. rear capacity wheels. Unit rear shall be equipped with 12R x 22.5G, first line, tubeless, steel belted radial, with highway tread tires. Steering tires shall be 12R x 22.5H with highway tread. All tires shall be commensurate with GVWR.
11. Brakes – Air brakes with ABS; minimum 14 CFM air compressor. Brake system shall include dual air pressure gauge, low pressure warning light and alarm.
12. Fuel System – Must be equipped with one (1) 100-gallon metal fuel tank or two (2) 50-gallon metal fuel tanks.
13. Exhaust System – Equipped with a horizontal muffler system
14. Color – OEM white
15. Units shall contain the following additional equipment:
  - a. Mirrors - Dual heated mirrors and with minimum six inches (6") steel convex mirrors LH and RH.
  - b. Seating – Driver seat shall be a hi-backed air suspension-type. Passenger seat shall be a high backed, fixed height with manual back angle adjuster and lumbar support.
  - c. Unit to be equipped with padded ergonomic instrument panel with large, easy to read gauges; electronic speedometer (MPH & KPH); re-settable trip odometer; tachometer; voltmeter; oil pressure gauge; and fuel gauge.
  - d. Unit shall also be equipped with cruise control, AM/FM stereo radio, a horn, 12-volt power outlet; warning lights to include but not limited to, high beams, check gauges, brake, low coolant, seat belt, battery, reduced engine power, air change oil, low oil level, service engine soon, engine shutdown, back-up alarm, left turn signal, and a right turn signal.
  - e. Unit shall contain an electronic activation switch (electric hand throttle).
16. The cab and chassis shall be the most current model available with a cab over design, minimum GVW of 54,600 pounds and minimum 180" wheel base.

17. Speed Control – Shall be equipped with an electronic low speed control which when activated, will automatically maintain a constant speed within the normal striping range of 4-12 MPH.

#### B. PLATFORM

1. Deck shall be attached to a frame, fabricated from three inch (3") minimum cross members and spaced on a maximum eighteen inch (18") centers.
2. Unit shall have a heavy duty platform (striper deck) with side railings as well as built-in side and rear access steps. The platform shall be provided with anti-skid treatment on all walking surfaces. A material storage area with two (2) removable storage side railings shall also be provided. All required clearance lights shall be mounted to platform. Access ladders shall be provided on each side of the material storage area with access steps installed at the rear. The platform shall be constructed of sufficient size and strength to accommodate the specified equipment. Undercoating must be applied to the underside of the platform.
3. Platform shall be constructed with an aluminum structure completely surrounding the operators and operator controls. A metal canopy-type roof designed to withstand normal highway speeds, shall be secured to the structure to protect the operators and controls from sun and weather

#### C. LINE GUIDANCE

1. The unit shall be equipped with a front mounted, pointer guide. Guide shall be telescopically adjustable from approximately 6' - 10', and movable from right side to left side operating positions. Guide shall be mounted directly on the bumper face. For easy transport, the guide shall easily swing around and clamp to brackets attached to the bumper face. The guide shall be of tubular steel construction, and shall have a rubber-tired caster wheel, an adjustable pointer rod, as well as a flag socket at the forward end.
2. The truck shall be equipped with a holographic diffraction "Heads-Up" type sighting system. The system shall be mounted inside the cab to allow the operator to adjust the sight unaided by another person. The sight shall consist of a laser projected onto an enclosed three-layer, shatterproof laminate window to prevent laser radiation from escaping from the housing. The sight shall be waterproof (submersible), shock resistant and fog proof. The sight shall be provided with a moveable mount to accommodate a variety of operator heights. The mount shall have a three (3) axis rotation and be movable from side to side of the vehicle. The sight and mount shall also be detachable with a portable storage unit provided.
3. A hydraulic cylinder shall be installed on the front bumper mounted guidance bar. The striper driver shall be capable of electrically controlling cylinder with raise, lower, and float functions.

#### D. THERMOPLASTIC MELTING KETTLES

1. Two (2) kettles, each with a minimum capacity of 2,000 pounds of molten thermoplastic material, shall be provided. Kettles shall be interconnected with piping and valves to successfully transfer molten material. Kettle walls shall be air jacketed to keep materials at a near constant temperature and to prevent scorching.

2. Each agitator shall be driven by a hydraulic motor, and positioned to blend material consistently. Hydraulic power shall be provided by a central hydraulic system, and shall allow reversal of agitators. Each agitator motor shall incorporate a speed control valve to manually vary the agitation speed of each agitator as required. The shafts and agitators shall be easily removed from the kettles to facilitate cleaning. In the event that chains and sprockets are used, they shall be guarded to prevent accidents.
3. Each kettle shall be equipped with a diesel-fueled burner having a combustion chamber for the ignition of fuel. Burners shall be a 12-volt unit with a rating of 225,000 BTU/HR for melting of the thermoplastic. The burner assembly mounts shall provide easy access for maintenance.
4. Diesel fuel for the systems shall be supplied from the chassis fuel tank(s)
5. Each kettle shall have a means to exhaust gas and fumes over the heads of workers.
6. Material temperature gauges shall be mounted above kettles, visible to the kettle operator. Oil temperature gauges and thermostats shall be conveniently located to monitor the heating oil system, control the heat source, and maintain a constant control temperature of the molten kettles and all circulating oil systems.
7. Material high temperature shut-off and audible warning system shall be incorporated in all kettles.
8. Diagram depicting general layout of the tanks, operators' position, etc., and a weight distribution diagram shall be submitted with bid.
9. A minimum of one (1) valve shall be installed in each melting kettle to deliver molten material for handheld striping machines.

#### E. COMPRESSED AIR SYSTEM

1. Compressor shall be hydraulically driven with a minimum of 185 CFM.
2. Automatic moisture separators shall be installed on said unit. One (1) separator shall be dedicated to the main airline; one (1) dedicated to the bead tank air system and one (1) dedicated to the Venturi supply.
3. Air oilers shall be installed in the airlines to supply oil to the gun actuating solenoids. The oilers must be readily accessible for servicing.
4. Air pressure regulators and gauges to control bead tank pressure and spray gun atomizing pressures shall be mounted in rear operator's control console.
5. Unit shall be equipped with a blow air system plumbed to the gun carts to clean the road surface directly in front of the spray guns. System shall have an on/off and auto functions.
6. All air manifolds utilized to distribute compressed air shall be made of aluminum.
7. A quick coupler shall be located at the rear of the unit to facilitate the use of air tools.

8. A "blow down" compressed air system to purge residual thermoplastic from the pumps, manifold, recirculation, lines, material lines and guns shall be provided
9. The air system shall include two (2) weather resistant "boxes" mounted on the outermost section of the gun carts. Said boxes shall house all operating solenoids for the thermoplastic application devices and glass bead guns. Bidders shall provide with bid submittal, photo documentation illustrating the placement of the boxes. Photos shall show access method to the solenoids in the opened and closed position. Bids submitted without photo documentation may subject to rejection.
10. Air receiver tank shall have a minimum one cubic foot (1 cu. ft.) capacity; equipped with 3/4" service valves and a bottom mounted petcock

#### F. HYDRAULIC SYSTEM.

1. Four (4) hydraulic pumps shall be mounted to a minimum 99 hp, turbocharged, liquid cooled, auxiliary diesel engine mounted to the platform. One (1) pump shall power the steering orbital(s); one (1) shall power the material pumps; one (1) shall power the air compressor hydraulic motor; and one (1) shall power all other hydraulic systems including the melter agitator motors. Hydraulic oil shall be filtered, cooled, and circulated through an oil reservoir and conduit system to maintain oil temperature below 175° F. Reservoir shall have sight gauge, magnetic particle separator, and cleanout fittings. Fuel for auxiliary engine shall be drawn from the truck chassis fuel tank.

#### G. LOW RANGE SPEED CONTROL

1. Shall automatically maintain a constant speed within the normal striping range of approximately 4 - 10 mph.

#### H. THERMOPLASTIC APPLICATION SYSTEM

1. Unit shall be furnished with two (2) hydraulically driven material pumps for thermoplastic delivery between the melter tanks and the spray guns. A removable jacket for circulation of heated oil shall be installed around the material section of the pump. The hydraulics on the pumps must be capable of automatically adjusting the proper pressure for material demands when using multiple spray guns.
2. Manually operated valves will select the dispensing of thermoplastic material to the spray gun feed lines. The valves must be located on the suction side of the thermoplastic pumps. One (1) valve shall be for the street side, and an additional valve shall be for the curb side.
3. Thermoplastic material must be applied through four (4) spray guns, three (3) at the centerline, with one (1) at the edge line. The outside centerline gun shall be dedicated "white only". The body of each spray gun shall be heated with circulated hot oil. Each spray gun shall be equipped with a shroud to ensure sharp line definition and shall be capable of laying down stripes 4" to 6" in width, at 90-mil.
4. Two (2) steel pans for "popping" of the spray guns shall be stored in an area built into the rear tailboard section.
5. Each carriage must have an air jet nozzle in front of each row of the material application dispensers to remove dirt and debris from the road surface prior to the application of material and glass beads.

6. The thermoplastic and glass sphere dispensers shall be mounted on two (2) sliding and elevating carriages positioned behind the truck rear axle wheels. The left side carriage shall be equipped with three (3) sets of parallel thermoplastic and bead dispensers. The right side carriage will be equipped with one (1) thermoplastic dispenser, and one (1) bead dispenser. The carriages must extend a distance of four foot (4') beyond each side of the bed. Two (2) wheels shall support the carriage and maintain it at a fixed height from the road surface. A parallel system must connect the carriage to a cross slide and maintain the spray guns normal to the road surface at all times.
7. Vertical - Pneumatic lift cylinders controlled from the operator's station shall be used to raise and lower the carriage. Horizontal - Each carriage slide must be equipped with a double acting hydraulic cylinder actuated by a steering wheel for moving the carriage to any point within its operating range.

#### I. GLASS SPHERE SYSTEM.

1. Glass bead holding tank with minimum capacity of 750 lbs will be provided. Tank to be located forward of kettles on truck platform.
2. A glass fill unit, operated by Venturi vacuum or approved equal, and having no moving parts, shall be provided. System shall be exhausted through a muffler. A minimum of twelve feet (12 ft) of suction hose, equipped with a female camlock coupling shall be furnished.
3. Unit shall be equipped with rust proof, pressurized glass sphere dispensing devices mounted behind each thermoplastic dispenser for full line coverage. Bead system shall utilize rubber pressure hoses to convey glass spheres from holding tank to dispensing guns. Bead application rate shall be adjustable.

#### J. REAR OPERATORS' SYSTEMS.

1. Two (2) adjustable high back bucket seats with seat belts and arm rests shall be mounted on top of lockable tool boxes on each side of the rear operators' stations.
2. An adjustable steering wheel column shall be furnished to hydraulically control the line striping carriage positions.
3. Control console which houses all regulators, gauges, valves, switches, and indicators required for operation of the striping equipment, will be located between the rear operators' stations. All displays must be clearly visible to both operators, and clearly marked with their intended function. A 12-volt power receptacle will be furnished in console.
4. System shall allow remote electrical control of the material and bead spray guns, as well as permit the application of various pre-selected line patterns. Control boxes shall be located at each rear operator position. Each box shall contain weather protected buttons, switches, regulators, and lights to activate each line striping operation pattern automatically and/or manually. The control boxes shall electrically operate the thermoplastic and glass bead dispensers. The system must include advance, retard, automatic instant reset controls, and striping cycle length controls. Line footage application totalizes shall be provided. Timer shall store production totals by gun and by job, as well as generate and print reports.

5. Inter-communication headset system shall be furnished to provide a weather-proof and static-free means of voice communication between the vehicle driver and the rear position striping operators. A noise filter shall be installed in the system to prevent feedback from other electrical components.

#### K. LIGHTS AND SAFETY EQUIPMENT

1. Unit to be equipped with all lights and safety equipment required to comply with all Federal and State of Texas safety standards, regulations, and laws, to include but not limited to, headlights (high and low beam), tail lights, stop lights, front and rear directional lights with self-canceling switch, emergency flashers, clearance lights, backup lights, lighted license plate holder, and reflectors.

#### L. STROBE LIGHTS

1. Four (4) amber strobe lights shall be positioned as followed: two (2) at the front of the platform and two (2) at the rear of the platform.

#### K. FLASHING SIGNBOARD

1. The striping unit shall have a 4' x 8' minimum LED arrow board with electric activator.
2. Signboard shall be mounted behind the operator's canopy with the highest point assembly to be a minimum of 12' 7" from the ground.

#### M. SAFETY / PROTECTIVE EQUIPMENT

1. The following safety / protective equipment shall be provided with unit:
  - Two (2) pairs high temperature nonflammable long sleeved gloves;
  - Two (2) face shields;
  - One (1) five-gallon water cooler mounted to striper deck;
  - Two (2) heat resistant bib aprons;
  - One (1) NIOSH/HEPPA approved respirator;
  - One (1) first aid burn kit;
  - One (1) mounted waterless hand cleaner dispenser with one (1) replaceable container of waterless hand cleaner;
  - Four (4) mounted "CAUTION HOT" placards;
  - Two (2) insulated covers for the material manifold assemblies;
  - One (1) vinyl cover for rear console; as well as
  - Conspicuity tape shall be installed around striper deck.
2. Unit shall be equipped with two (2) 20 lb. class "ABC" fire extinguishers mounted to the body at strategic locations. All fire extinguishers shall be accessible from street level.
3. A Spare Parts Kit shall also be provided with unit to include the following items:
  - One (1) complete thermoplastic spray gun,
  - One (1) nozzle for 60/120 mil applications,
  - One (1) repair kit for the thermoplastic spray gun,
  - One (1) complete bead gun,
  - One (1) bead gun repair kit,
  - Three (3) solenoids, and
  - Six (6) solenoid repair kits.

**PRICE SCHEDULE**

ITEM 1 - 1 EACH - TRUCK MOUNTED THERMOPLASTIC PAVEMENT MARKER

\$ 297,621.00 Price per Each \$ 297,621.00 TOTAL

**BIDDER MUST FILL IN THE FOLLOWING:**

A) MAKE & MODEL CAB & CHASSIS OFFERED:

2006 GMC TT8F064

B) SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

ALLISON MD3500P 6 Speed

C) SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

DURAMAX 250 HP

D) SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

DELETED PER ADDENDUM I

E) DELIVERY: Delivery will be made within 150-180 (Per Addendum I) calendar days after issuance of purchase order.

(Deliveries beyond 120 days are unacceptable.)



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM I

SUBJECT: Formal Invitation for Bid – Truck Mounted Thermoplastic Pavement Marker (06-038) –  
dated December 29, 2005, scheduled to open January 23, 2006

FROM: Oswald Parker, Purchasing Manager, Purchasing & General Services

DATE: January 17, 2006

### THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

1. Page 10, General Conditions, Paragraph 2 – Warranty, Add Last Sentence: “Bidder shall include one (1) copy of warranty information for complete unit with bid submittal.”
2. Page 10, General Conditions, Paragraph 3 – Delivery, Sentence 6 - 8, Change to Read: “Delivery of all units will be no later than 180 days after issuance of Purchase Order. Delivery of units does not ensure acceptance by the City of San Antonio. Once the City has inspected each unit ensuring that it meets the bid requirements, the 180 day deadline will end.”
3. Page 14, Specifications, B. Platform, Paragraph 2, Sentence 1, Change to Read: “Unit shall have a heavy duty platform (striper deck) with side railings as well as side and rear access steps.”
4. Page 14, Specifications, B. Platform, Paragraph 2, Add Last Sentence: “Addition of riser plates to lift height of deck is acceptable.”
5. Page 15, Specifications, D. Thermoplastic Melting Kettles, Paragraph 2, Change to Read: “An auger or agitator system is acceptable to blend, mix material consistently. Hydraulic power shall be provided by a central hydraulic system, and shall allow reverse. Each mixing system motor shall incorporate a speed control valve to manually vary the mixing. The shafts and mixing system shall be easily removed from the kettles to facilitate cleaning. In the event that chains and sprockets are used, they shall be guarded to prevent accidents.”

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "BID TO FURNISH TRUCK MOUNTED THERMOPLASTIC  
PAVEMENT MARKER"  
BIDS TO BE OPENED: 2:00 P.M., JANUARY 23, 2006  
BID NO: 06-038 TC

**REMARKS:**